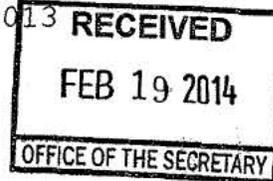


Original

United States of America
before the
Securities Exchange Commission
100 f St. Ne Washington D.C. 20549 -1019

Release no. 70959/ Nov. 27th, 2013
Administrative proceeding
File no. 3 - 15628.



Received

FEB 19 2014

Feb. 14 th 2014

Office of Administrative
Law Judges

In the matter of Daniel Imperato
Respondent.

Full court review.

Respondents summary disposition (due date Feb. 19th 014)with
(exhibit's A attached 1-74 ,AB 1-87 ,requests of the 5 member commission
only) and response to order of threaten default (received signed copy on
Feb. 7th 2014 mailed Jan 31st 2014. Dinning me my rights to respond within
time limits because of us mail)for emails asked by the law clerks and the
commission concerning us mail contempt not respondents fault .

See exhibits , dockets and case laws and matter of law attached and in the
dockets of the court that is genuine material factual evidence of disputed
facts and no summary judgment should have Been entered(not entitled to
any judgments with out jury trail) arbitrarily when a settlement agreement
was agreed too and then arbitrarily vacated still awaiting 5 member
responses.

Reserving right for opposition response (due march 7th 014)and oral
arguments in front of the public eye of an alike kind of trail by jury .

Once again Imperato response arrived on fed. 22nd in Washington and due to
weather the post office was in contempt for not delivering the package due
to bad weather until fed. 27th 6 am at your office of which your order was on
the Feb. 28th not the 27th . So you received the package before your order as
well as IMPERATO still has never received the signed order showing cause
to date yet.

1. Please clarify rule 15 (b) because this charge does not appear to be
included in the (original case alleged claims), is this a new false charge.

2. Please be informed that us mail has taken 8 days from your post mark on your order jan 30th 014, also I have never received yet an order signed by the judge showing caue but I responded to the order recived by email only.

3. Please respond to the facutal arbitrary entrance of a summary judgment by a non consented magistrate when in fact there was a settlemnt agreemnt and case was closed with no objections loosing federal court jurisdiction and forfeiting their rights to appeal.

4. Please provide under discovery the 5 member bord minutes concerning the approval of fiacina settlement and the refusal of imperato settlement since you unable to subpeana them pleaae provide under discovery .

5. please be advised that the exhibits were dated back prior to the service date of original order and my exhibits were sent to the 5 member comssion only ,how they were re routed to the Judeg and the sticken is not under my control.

a. Please find further (exhibits attached) stricken from proceedings do to the fact that theses are requests to the 5 member board which has not been responded too and not responses in compliance with original order for admin. Proceed. (sorry if I disclosed the admin. proceedings to the 5 member board my error)

6. The order clearly states imperato can not communicate with any other exchange office such as the collections, the oig, the whictle blowers or any other securities office which imperato has been barred from communicating with ,so why is the collection department requesting more inofromation that was allready submitted with my seetlemnt agreemnt that was breeched and vacated by mc cole eq and the enforcemnt division.

7. Please expalin why my emails to jane norberg chief counsul of wistle b;owers was rerouted to the judge when in fact wise blowers is suppose to maint ain the confidenatilitny of my comunication directed by thioer organization which has prresented a conflict of interest, as well as possible conflict of interest with the officie of the OIG. Mr Hoecker.

Please be advised that so many hands are in this case its very confusing and conflicting . Federal court ,appeals court , admin. Hearing . Collections .

This is obstruction, intrusive and over burden some for one handicapped ,pro se person to handle and face majure is at hand due to the overwhelming burdensome rules and regulations a pro se must abide by or be threan with santicon s but yet the enforcemnt can break all the laws,rules and procedures they want with out any sanctions .

This is abusive of discretion and pwer and I am doing the best I can to abide by the rules.

Let it be clear imperato never intended to violate any rules or procedures I trid my best within my means and my finacial insolvency due to the enforcemnts repugnant judgments and unsubstantiated claims.

Justice or obstruction of justice
RE: Full Court Review.

It is very obvious that the rules and regulations of the sec. admin. Proc. and court procedures as well as federal and state laws , have been used against a defendant whose is pro se and financially insolvent as well as defamed and with out work and income due to the enforcements false claims and their violation of so many rules and regulations that is obvious that abuse of power and discretion as well as disregard for any federal court procedures is the abusive way the enforcement full's up the coffers of the congress denying shareholders their insurance and filing false claims to get illegal repugnant judgments of passion and prejudice with out any procedures of court , matters of law and any regard for our civil rights.. As well as the torturous interferences concerning the (insurance policies of fidelity bonds and d and o insurance)of which the enforcement said we did not have on its July 012 discovery letter (enforcement 17 cfr ,sub part (b) equal access to justice 17 cfr 201.31 (us c 504) and 17 cfr 201.32 is liable for the amounts of the policies and claims of damages as an aggrieved party)with witnesses and lists of 60 persons whom IMPERATO allegedly cold called and scammed with false balance sheets and unregistered securities that were sold by covered persons under a ppm which was (is)exempt from registration in 2006 when the enforcement said the acts took place at its hearing after the fact that a non consented magistrate ordered recommendations that effectually denied the defendant his jury trail as well as were entered against the rules of the court and against the law .when suit was past the statutes of limitations and the

judge entered illegal repugnant judgments based on and unconsented magistrate further voidance of the illegal judgments of exuberate amounts not in line with tax returns nor has any burden of proof been met to order a third tier or any tier of penalties with out evidentiary hearings and proof on each and every count and claim.

The defendant attacked the very essential elements of the case from day one in his response as well as when the enforcement asked for documents in 2007 and 2008 as well as answers to their questions responded to by Charles fiscina and john chaplic the responsible parties not I Imperato.

Rappoport v sec. 682 f. 3rd 98(2012)& Rockies fund inc. v sec. 428 f. 3rd 1088, America tradition partnership v bullock (Roberts court)

The following rules, procedures and laws have been violated by the enforcement which effectuates reversal of any summary disposition and voidance of the illegal judgments entered as a matter of law. Along with the factual evidence provided by the overseeing of the dockets of judicial errors and violations of court rules, procedures and constitutional rights all vacated ,denied and disregarded by the brethren of the court and the enforcement esq.Mc Cole.

Respondent is requesting a full court opinions from all the Judges per curiams. See United states v booker

Reversal based on erroneous error and violations nanez v united states & Webster v cooper & wellons v hall. Clear error and jurisprudence must take precedence in order to protect the heart of the foundation of our federal system and our coustr. Reversal cavazos v smith , presley v georgia ,spars v united states , wilkins v gaday

Sec . rule violated (see dockets , and exhibits)

Ppm . Exempt with sub docs and letters to prove such Burden of proof sec. v Texas financial group. (See exhibits)

34 40 acts , valuations and explanations and assets presented in 2007 to the commission with out cease and desist and then letter in 2009 satisfying the consolidations and share sales at 3 dollars per share of the subsidiaries shares holders (that allegedly didn't exist) audited by 2 auditors and 2 accountants cpas.

Third tier claims highest level requires substantial evidence for each and every claims (never happened)

Statutes of limitation starts from the beginning as mc cole said at the beginning the company was a scheme and fraud which is clear that the statutes ran out (2005 beginning stated in last hearings transcript)

Admin . Proc. rules (see exhibits)

sec. v mark gabelli (see exhibits)

The commission never requested and min hearings .2008

Mc cole in 2012 stated these procedural admin .

Hearing are unacceptable and not an option for respondent (see emails)

Egan Jones v sec , (see exhibits)

barasch file no. 3-14891 (see exhibits)

Oig 496 & im -13-002 (see exhibits)

Settlement with fiscina (de 11) as a party to a suit without notification to all parties of the claim six month prior to any claim being filed.

Settlement with IMPERATO then vacated and breaching and cancelling contract when case was closed based on settlement de100, 101 ,104 with no objection losing appeal rights and loss of settlement agreement that was never filed with in 15 days of settlement .

Court rules (see exhibits and dockets)

Judiciary acts 1867 c (see exhibits)

Magistrate acts Harvard rules 73,72,56, amend 51. (see exhibits)

Schedule order defaulted case dismissed by order of the judge and the overturned by a non consented magistrate with out authority as well as the enforcements with holding evidence (O'Donnell's response Jan 31st 012) (see appeal and dockets)

Settlement with IMPERATO false pretenses and fraud

No evidentiary hearings when material genuine factual disputes evidence of the commission claims were disputed with physical factual evidence.(general denial of claims)

Non consented magistrate (see exhibits and dockets)

Jury trail denied Vii amend

Rule 59 never heard and ignored .(waiting hearing)(see exhibits)

Constitutional laws (see exhibits and dockets)

Hurtado v California

Griswold v Connecticut

Hammond v lenfest

1st, 4th, 5th, 7th, 9th, 10th, 13th and 14th amendment violation s

Federal laws (see exhibits and dockets)

Bad faith

Involuntary servitude with exuberant illegal penalties (3rd tier)

False claims

Equal protection acts

Abuse pf discretion

Abuse of power

State laws (see exhibits and dockets)

Contract laws and breeches

Court rules and procedural laws of the state

Deformations of character

Tort and extortion

Assets (see exhibits and dockets)

1 search value 20mm &

I connect 20 mm management arbitrary valuation with comparative analysis submitted to the commission in line with 34 & 40 acts. (see dockets and appeal brief)

I telecom 30 mm b of a valuation(mike banyans sec)

And other assets that were not valued yet.

All submitted in 2007 to the commission s (to Mr. Rupert) by the company

Equal protect acts.

There has been so many rules and laws broken by the enforcement and the court but yet IMPERATO is being warned of default as well as denied the rights to file motions as a restricted filer all while the enforcement and the court violate so many laws clearly evidenced by the dockets that it is a disgrace to the federal court system and a piercing of the very heart of the

system and setting of a very bad precedence .

Where by the respondent is demanding protection from his government and a criminal investigation be had and a grand jury for the violators of the framers of our constitutional rights and laws in accordance with the penalties of perjury and violations of abuse of power through usurping the unites states-sates constitutional when the brethren oathed under the oath to protect the constitution with in their discretion and power ion their courts which was ignored by the court and the enforcements which automatically repugnant the very judgments entered on nov. 8th 2013 illegally against IMPERATO and innocent man until proven guilty by a trial and jury of his peers. Matter of that's the law.

See exhibit's A pages 1 - 74 , AB pages 1-87- dockets- appeals brief for genuine material factual evidences of disputed claims and laws and rules as well as procedures violated by the enforcement repugnant to the us constitution and court and federal laws and procedures.

Affidavit

My name is Daniel IMPERATO ,I prepare this document [REDACTED]

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in this document and the exhibits attached are true ,correct and complete.

It is hereby petitioned that this court held under article IV of the constitution of the united states of America in its decisions in the slaughter house clause, 16 wall, 36, 1873, that "another privilege of a citizen of the united states is to demand the care and the protection of the federal government over his ,life liberty and property ..." and that if this court up holds this part of that decision , then it will grant me the right of :freedom of choice:, since that rights is not repugnant to the laws of the united states of America in accordance with article I ,section ,8 ,cause 18 of the constitution of the united states of America.

Respondent is demanding a criminal investigation to be open and protection from his government.

State of Florida
Palm beach county

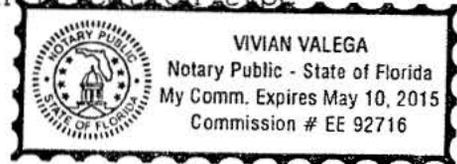
Sworn to and subscribed before me the undersigned notary
public, this 14 day of FEB. 2014

My commission expires 5-10-2015

personally known produces identification type

produced Florida Driver's License

Vivian Valega
Notary public



Document prepared by *[Signature]* Feb. 14th /2014

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A

United States of America
before the
Securities Exchange Commission
100 f St. Ne Washington D.C. 20549 -1019

Release no. 70959/ Nov. 27th ,2013
Administrative proceeding
File no. 3 - 15628.

Dec 7th 013
Sent us .mail

In the matter of Daniel Imperato
Respondent.

Dear Elizabeth M. Murphy Secretary

Initial Response for United States Securities Exchange
Commissioners

Dec 7th 013

I Daniel IMPERATO a secondary person ,did not willfully deceit any one ,gain any ill begotten gains or act as a broker between imperiali inc and the 26 investors and or receive a commission for any sales of securities that were exempt / blues skied offered under a private placement as a covered person with signed subscription agreements by the 26 persons identified by the enforcement of Dallas Texas. I did not violate 17 cfr 240.10b-5 (a) (b) (c.) personally or individually nor was I in any mind set to commitment any violation of any securities laws or financial fraud ever in this case and or in my life.

The court error in so many procedural rules that's is a piercing of the very heart of the entire federal system and a loss of confidence in the justice system as a whole .

The enforcements initial inquiry was changed from the original communications with the company and Charles fiscina and then manufactured by use of Eric skies conviction of fraud where IMPERATO was a victim .(See skies case)

A
Exhibits 74 pages

1/1/01

The fbi stated skies company as hell and mirror so the enforcement with sever premeditation after settling with fiscina on sept 2001 took 6 moths to conspire and premeditated and manufacture a case of which assets being false were never disputed by the commission under bdc rule s prior nor was any claim made that the company was a empty company with out board directors . (see original correspondence in enforcements files with fiscina ,I was not part of these conservations at or nor did I file edgar reports for q s and ks .) the issues had to do with booking assets properly under bdc rule which fiscina book as a (c) corp (sb 2)under a improper registration (see filings)statement and then tried to fix his error for bdc compliance .he just did not know bdc s ... then I tried to fix every ones errors and now I and called a crook.

I did not aid or abet any violations of the securities exchange commission either willfully ,intentionally or in the mind set violating act 15 usc 78 a et sq.

I did not violate the securities exchange section for fraud liability 10 (b) of 10b -5 .

These charges are impermissible "obey of law "commands as well as not proven by a trial by jury of peers.

No evidence of such has been proven except the statements made by the impartial and prejudice witnesses of the securities exchange commission and the statements made by the former employees pf the company whom are impartial and prejudice to protect them self s .

The 26 persons whom have been defrauded with cold calls and false statements should appear in court under oath with sworn affidavits

Please provide the sec. laws pertaining to cold calls.

These charges of fraud against me have negated the d and o policies of the companies as well as the fidelity bond as a bdc requires which has caused me irreparable harm as well as the shareholders loss .

I am an aggrieved party and was entitled to be served cease and desist in 2008 after my request for a wells statement (not at the request of the enforcement)wells statements or 2009 after mangru and fisicina wells statements and was not served not served nor had a administrative hearing for cure in front of a judge in accordance with bdc rule 34,40 act. Nor was I asked by enforcement to produce third party valuations of my assets after submission of assets and valuation methods and determinations in accordance with bdc rule.

I am an aggrieved person who was denied his rights under 17 cfr ,sub part (b) equal access to justice 17 cfr 201.31 (us c 504) and 17 cfr 201.32 as well as my civil rights and other constitutional rights were and are being violated as well as several court procedural rules have been violated and the enforcements own violations of their own policies as well as breeched contact with deceptive practices in the mind set to surprise attack me at a later date after case was closed and discovery and all dockets were terminated and I had no way to defend myself and was denied access to consul and arbitration as well as any clarification or evidentiary hearings pertaining to this matter which is repugnant to the united states constitution and has kept me in involuntary servitude and unreasonable search and seizure tying my hands and ruining my reputation and destroying my income which has caused me and my family and others huge financial harm and continues to every day as well as has interfered with and possibly voided our d an o insurance and fidelity insurance protecting my interest ,the company and its shareholders. I request settlement under the breeched agreement and violations by Timothy M c cole and his accoplicies under (17 cfr 201.54) ,and or (17 cfr part 201 and 201.1004) subprt e and a jury trial under my constitutional rights ordered by the judge that can not be denied

Statute of limitations (10 5-b) 2 years 3 sarbanes oaxly act 2202 , and 5. Violted case started 2005.

Letter from commission no more questions (see attached)

I was denied arbitration and denied administrative proceedings from the beginning of the case as well as in 2007 cease and desist violated

9 (d) (1) (a) (6)(c)

I have no aggression or remorse for the commissioners and the commission in fact I have great respect for them.

Six months before the case was filed against IMPERATO a settlement was reach with one defendant with out noticing any other defendant as well as my friend rasa stasiulionyte was interrogated by a guardian add litem in the same period stating she would never see her child and that IMPERATO stolen 2 mm dollars for his campaign and mention other political figures and was a crook . (see settlement signature page) and (statement from my Lithuanian new wife now and step son that we have not seen or talked with for more then 2 years)

Oig reprot 496 and im -13 -002

This issues is between Dallas office of enforcement and Timothy s Mccole esq setting bad precedence for the commissioners as a whole and misrepresenting all parties concerning and acting in bad faith.

372 us 391 473 and 474

People v caminto 3ny 2nd 596,601 ,148.ne 2nd 139,143.

Hodges v united states 108 us app.dc 375 ,282,f.2nd 858 cert 368 us 139

Egan Jones (credit rating firm) v sec.
Defective bias and tainted process.

I received no ill begotten gains and until such time that I am tried by a jury of my peers in accordance with my rights as a citizen of these united states in accordance with the constitution amendment seven then my position stands that I have been denied due process of law as well as denied the right I deserve given to me by my citizenship in theses united states as well as docketed (trial by jury)by the united states federal court southern district of Florida by Judge Ryskamp.

Hurtado v California
bill of rights 5th amendment and fourteenth amendments violated by the commissions enforcement
Seventh amendment violated

The great writ of habeas corpus 372 us 391 ,400 372 us 391 401,402

Based on the civil rights violations and constitutional rights violations the judgments should be void at once.

Repugnant to the us constitution (372 us ,391-4023) inferior lower court

Dispose of the matter as law and justice 28 usc 2243
Smith v baldi 344,us 561,573

Frank v magnum 372 us 391 ,461

Daniels 344 ,us at 485 authority not discretion
Irvin v dowd 359 us 394,372,us 391,463

Corum nobis

Fay v noia 372 us 391 (1963) 372 us 391
Hammond v lenfest

In addition to the securities exchange commission violations of their own rules both bdc (34 ,40 acts),others and violations of court procedures denying me my rights .

Rule 155 (b) precedence jun 28th 2012

Spencer c.barasch ,admin.proc .file no. 3-14891 rule 102 (e) commission rule of practice

s.e.c. v first financial group Texas legal burden of poof (never established or ruled on by a court of jury trail of peers)

I have been unheard ,ignored and denied evidentiary and discovery court proceedings and never consented to any magistrate which is proven by no entry on the dockets of consent by both parties.(see Docket attached)
(Rule 73) 28 usc & 636 (c 0 (1) (2) (c) (6) (3)

See mccabe fed magistrate act of 1979 16 harv j legis 343,364-79 (1979)

5

I have attacked the very essential elements of the claims and have proven several of the claims to be false which should have dismissed this case long ago.

I deserve relief from the judgments(rule 60) when in fact not only were the elements attacked but the 60 investors became 26 of which I still have not gotten the corrected exhibit (a) of names on amended list which should have been adjusted for the count and the corresponding amounts and it was not that's ill begotten ,mind set and deceitful by the enforcement.

See Watkins

Writ of error lies , a conviction is not merely erroneous ,but it is illegal and void 372 us 391-409

15 usc + 77h 1

I have been denied evidentiary hearings as well as presented genuine material factual evidence of disputed claims against the commission claims from day one and have been denied my right to speaking motions based on my being handicapped as well as my pro se litigation position not understand how to defend myself with written motion and court procedures.

Jud.act of 1867 c. 28.1 ,14 stat. 385-386pp 441-445

Summary judgment ill begotten (rule 72, 56)void based on error of the court and violations of procedures.

Resjudicata darr v burford 339,us 200,214

Moore v demsy pp -421-472

The commission clearly intentionally with premeditated mindset and prejudice with a passion was awarded a final partial summary judgment (see foot notes see exhibits attached) that took away my constitutional rights as well as violated federal court rules and procedures clearly with out

evidentiary hearings ignoring physical evidence of disputed facts . Denied due process of law

Hutado v california

The commission continued to violated my rights with out any evidentiary hearings and being denied emergency motions received another final judgment that is academic and so exuberant as well as un proportionate that even if I was found guilty by a trial by jury which I was denied those very amounts in the summary judgment are inflated and passionate putting me in involuntary servitude for the rest of my days .

28 usc

My civil rights (bill of rights) have been violatate and my life has been destroyed and defamed with out any poof that I did any thing improper ,illegal or in the mind set willfully deceitfully in receipt of ill begotten gains which is the 34 40 act rules as well as the following.

The company imperaili was incorporated in 1994 and was reviewed by the commission on similar claims in 1999 and cleared by which some of the assets still remained and I maintained them and built them up .

Mike Banyas See inquiry in early 2000 by the information concerning similar issues , by Mike Banyas financial examiner /analyst ii. [REDACTED]

The company shut down operations in 2001 due to 911 and then the stock market crash and was managed by my private llc. Christ investments appointed by the board.

The Christ investments then restarted the imperiali company formally new millennium development group in dec. 2005 .

The management company engaged Laura Anthony esq. whom revied the ppm ,blue skied it and it was exempt from registration.

The person whom raise funds on that private placement were Dan Mangru

lic. 7 , kyle Hauser lic. 7 and Fred Birks management company gryphon investments. lics. 7 and others.

Covered persons under 506 (d)

Hauser stated his clients were institutional based on qualifications and so it is institution to institution when selling securities for imperaili

Fred Birks has all sec. licenses and stated that his company gryphon asset management (contacted)and his people were all licensed and were appointed directors of imperiali

Dan Mangru said he has book of business fro his stock brokerage days with the former form he worked for

They were all directors of imperaili inc and had a varied multiple task position with the company imperaili inc.

reg d 506 exempt from registration and covered as directors

The commission claims of a shell was normal because the company just restarted but the later in 2006 my Christ llc. Manager of (nmdg) now imperaili entered into a contract to assign all asset's back to the company as well as the additional assets it built with imperaili incs money from its shareholders .

Prior to filing for registration I resigned from the board and signed the deal and turned over all assets and operations to Dan mangru ,Charles fiscina cpa ,and later john chaplic as cpa cco coo and Wharton graduated . . Fiscina fire Laura Anthony and hired Greenburg traug esq (see bills retainer) and took over all operations ,check books and balances and all communications with registration statements and the commission .

I was not ever involved with any of those discussions and never reviewed or asked to review any of the communications between the company ,fiscina and the sec. I was lied to by management and kept in the dark proof submitted to the court and the sec. in 2007 2008.

The ppm with lisc. Brokers as board directors whom I believe licenses were

inactive as board directors raise th 2.2 million dollars from 60 investors of which now the sec. says was only 26 investors but forgot to change the amounts of many raised from these 26 investors as well what dates they bought shares in the ppm exempt witnessed by sub docs and not ever solicited by my self .

My contact with these new investors that were clients of the persons whom raised the funds evidence to the court from prior dealings were nit my contacts.

In fact I have already 300 or so investors since 1994 invested 11 mm in imperiali (tax returns)with no problems and no law suits or claims by the sec. even after 1999 2000 review by the commission of which I have been denied discovery for that evidence as well as the discovery for the so called 26 person(lease provide sworn statements fro those 26 and subpoena them as witnesses against me) that I allegedly brokered stocks of imperaili securities to.

I did not do such ,was never paid any commission and was business development for the bdc under and affiliated subsidiary that was my llc. Sold to the company but unfortunately Charles fiscina ,dan mangru and john chaplic never did house keeping fast enough nor completed house keeping for the subsidiaries that were born by the acquisition of my llc and the assignment of assets with preferred shares issued prior to the registration statement evidenced to the court .

Then fiscina file the wrong sb reg. doc and I demand bdc to keep internal control tp protect shareholders as well as damaged d and o ins and fidelity bonds to proect my investments and the other 300 shareholders . Fiscina mead error as well as chaplic and mangru and they financially mismanaged the company and mismanaged the whole registration process evidenced submitted to the court with guilt admission by fiscisna taking the responsibility then trying to [pin it on Hong mai. Evidences in the court . By that time july 2007 I was contacted by Hong mai and fiorst learned of the commissions inquiries and immediate called the sec. and immediate responded by firing fiscina and then chaplic shredded documents evedieced submitted to the court .

Greenburg traug witness (submitted to the sec. in 2007)

I hire 2 experts Ferguson and Feldman to respond with Chaplic and Chaplic got caught shredding documents and was fired .

The commission received adequate response from the company concerning their letters evidence to the court and the commission in Sept 2007 . The commission did not respond , Sent to Mike Gunst in Dallas Texas . As well as a box of all the documents and all the assets and all the business to Kevin Rupert bdc expert and Larry O'Donnell auditor

Larry O'Donnell in fact did review valuations in his office with me for 2 days and evidenced and used the search engine and the public relations portals when we have conference calls from his office with Fiscina and Chaplic concerning his approval of the method of valuation as well as the corrected balance sheets pertaining to the 2.2 million dollars which Fiscina error in as well as the valuation determinations.

The valuations were completed in full compliance with bdc rule 34 ,40 acts. Arbitrary valuations(sec. 2 40 act page 12 and 13) can be arbitrarily determined by management based on comparative analysis which was completed with Deal Sense software and other methods by Fiscina CPA and Chaplic CP Wharton grad. Not by me I had no education of financial matters concerning record ,books and records or schooling for such I relied on the management and the rules of bdc management were experts with CPA licenses and college graduates ,I was and am not .

The subsidiaries companies which the paper work was not caught up on due to Fiscina ,Chaplic errors surely provide a price per share at 1 dollar since the subsidiaries sold securities via Dan Mangru in accordance with d 504 and with Fred Birks . I Films , I Connect ,and I Telecom set prices per share at 1 dollar with subscription agreements in place and (bank accounts all filed with the court and the sec. in 2007 ,2008 and in court today) and they were subscribed to which makes for an arbitrary evaluation on subsidiary or affiliated assets owned and controlled by the company .

House keeping failed to structure and issue shares from subs and Fiscina books as dollars values unrealized assets not as shares but there was no fraud and no false statements and misrepresentations of values or assets.

I tried to fix those errors as best I could with no education.

This is evidenced by the share exchange agreement (bovi esq.)filed with the sec. after IMPERATO took back empty defrauded company from skies.

Mr Rupert said bdc is very difficult and not liked on by the commission and they are shutting them down ,so he recommended that we remove bdc status and we did at sec. recommendation mr Rupert

The valuations were submitted to the commission in 2007 with no response.

The enforcement division failed to implement their own policies under 15 usc & 78d - 5 back in 2007 ,08 09.

Cease and desist 17(a) (1) 10 (b) (10 -b-5) 15 (c) (1) 206(1)
Oct 2007 I turned over management to Eric skies and there's was 1 mm dollars in the banks .

I could not manage the company so I had to find a taker and he took it then put up bank America stock and took control .

I relied on his management whom I met several times in Pittsburg penn as well as Larry O'Donnell audited the transaction which was received by the cfo brad hacker for the new cc name Kaiser himmel imperaili as of nov .2007.

Brad hacker violated e sign acts (sec 105 b)and signed my name starting nov. 2007 until eric skies was arrested and hacker was fired ,with out my authorization with edgar filings qs and k s under provision 101 (c) (1) (c)

Introduced by his own solicitation who turned out to be sent by others whom were involved with the skies group stated Eric skies with joe cross.

Then skies was arrested and jailed and fbi told me to stay out or I was tampering until they finished which was late 2009 skies was convicted . It states Daniel Imperato presidential candidate s company was defrauded by skies in his case and the Kaiser himmel company turned out to be a mirror company with false stocks from bank America seen in the federal criminal case.

The commission has used me as a victim of a crime and turned that crime into the alleged claims that I was a shell, first of all the 200 million on the balance sheets was skies fraudulent stock combined with imperiali 70 million in unrealized assets which were valued in presented to the commission.

Search engine 20 mm witness by search engine rankings, way back machines and links in 30 countries, operations

Kolby sworn statement, luis velze sworn statements, Mangru statements (wells) fiscina statemnets (wells)

Response by fiscina and chaplic submitted to sec. in 2007 and 2008 and in the court records.

Pr portal 20 mm witness by 300 press releases and affiliates in 150 countries distributed in at least 25 countries. Operational

Mangru statements and paper releases physical evidence.

Telecom 30 mm witness by sec. 99 2000 review and bank America valuations. Infrastructure planned projects with over 11 million dollars investor prior to the restart of the company (see tax returns) see report by sec. mike banyas.

In 2008 June I contracted the commission to retrieve my company back and asked for a well hearing on the matter. the commission did not call me I went to them.

There was no cease and desist order or cure with a hearing in front of a judge which is the 34,40 act bdc rules and the commission failed to implement their own rules because there was no fraud and we presented that evidenced to them.

15 (b) (4)

In 2010 the letter from sec after working with lawyers to role up subsidiary shareholders to protect them and remove bdc then withdraw from

registration because I could not handle such as well as all the assets disappeared and we with O'Donnell decided to remove all from the balance sheets based on fbi not allowing for any recovery if any was to be had even though the secretary of Kaiser himmel returned stocks and promised to return money or asset's and never did.

The complaint from the commission concerning my presidential campaign is in fact misrepresentation, y expenses were paid out of my pocket as earned income that I paid taxes on and declare in my fec reports.

Fiscina was treasurer and he messed up all the filings with fec because he said he didn't understand the soft ware as a cpa . Joe oddo fixed the fec filings

In fact the IMPERATO for president hire by contact I connect and I connect Dan magru messed up all press with misspellings and other ,as well as they used IMPERATO to build the pr companies presence world wide . Imperato didn't use them. Same for the search engine rated 25,000 site in the world stated by Dan Mangru and his developers. Booby and john and graphics Scott Macaluso.

The company also owned I films and film called the red worm never even valued yet. Amongst other assets submitted to the commission in 2007 (Kevin Rupert)boxes of evidence with no request or response concerning assts valuation and cease and desist or request for 3 rd party review .

Charlse fiscina also messed up those reports as well as the companies books and records of which I though was and error until now I feel it may have been done purposely to ruin my campaign ,set me up for the company being destroyed or it was a very dumb mistake by a professional and co worker professional.

The commission complaint in 2012 file past the statues of limitations 2 years and 3 & 5 from beginning of investigation 2005, charging me with claims that Eric skied already went to jail for as well as making out my company to be a mirror like skies in order to bring us to this point .

The claims from the commission are false ,unsubstantiated and until such time a trial by jury of my peer sets down their findings and verdict I am

innocent until proven guilty. Burden of proof

sec. v first financial group of Texas

The company had internal controls and all books records in place even till today submitted to the court as evidence

The commission violated there own rules with 34 40 acts , court rules and procedures .

The commission now change the count of investors from 60 (see exhibuit a) to 26 (read transcript) but not the amount.

The persons whom sold securities were directors as well as I was a director until late 2006 and then back sept 2007 as white knight and the off again in nov. 2007 .

I cant been charged for 2008 because I was not in control and the company was stolen evidenced by skies case.

The persons sold securities with a ppm exempt from registration and I did not directly sell securities to these 26 persons. And the commission can not prove such because I did not such never mind had o mind set or willful intent or deceit to receive un law full gains ever in my life and my credentials certainly speak for them self.

As a director in the company I have a legal right to sell securities but in fact ui did not and the ppm stated draft was a new ppm being prepare for the next round of funding with new management.

I never circulated any of those documents (never mind fax blasted them) but yes I worked on my portion updating all my global activates for the new management in 2007 .

The first private placement did not have the 70 mm in assets in the documents that I recall but since the 5 years rule past aura anothony esq refused my a copy of her bills and the ppm she signed off on with dan mangru lsc. Sec.

The so called little school by who was lisc. Securities dealers and presented of his college fraternity and a smart young man and social climber as well as his best friend Kyle Hauser .

The initial funds raised by sales of imperiali inc securities were by Fred birks evidence to the court of which I believe make up the 26 persons but until I get the names and amounts the invested I wont know . But we do have the subscription agreements for all investors and in fact they were audited by the irs who accused me of the exact opposite of what the commission did.

I urge your court and the authorities to look at my tax records , my fbi file and my other travel documents ect it would have been impossible for me who live on plane to be in the day to day operations as well as my files show who ,what when where and why.

All the evidence as best i could physically have been present no since 2007 so many times to the commission that my 4th amendments rights have been violated .

Griswold v Connecticut

I have complied with the court and I have been mooted and denied evidentiary hearings as well as trail by jury which is repugnant to the united state constitution and those judgments were ill begotten void as matter of my constitutional rights ,law's ,judiciary acts and rules and procedures of the court violated.

The case was settled and closed by order of the court(denovo ,ripe with no objections) and the same Judge and magistrate that reopened the case with no court order and no evidentiary hearings and no order vacating the former order closing the case .

The commission forfeited oits rights for appeal and vacated its own settlement agreement .

Please look at the settlements agreement and find the commissioners reports as to the approval of disapproval of said settlement) (as well as the same for fiscina settlement in sept 2001)

15

Page 316 -317 fed r civ.p.72(a)

A party who fails to file a written response objections to a judges non dispositive or non dispositive order within ten days may not assign error as a defect .

Wells v shiner ,hospital 109 f 3rd 198,200 (4th cir 1997)

Rule (72) amend. Compare rule 51

Rule 16.2 (f) and amend 51 ,rule 72, 73 violated by enforcement

The settlement conference with magistrate judge Palermo was directed by Ryskamp and Ryskamp ordered Palermo to settle it and Palermo said settle it Danny and go to work because you will never have a trail and the commission will enter summary judgment .

Ryskmap directed settlement against court procedures and then the commission failed to file the settlement under rule 16.2 (f) . and then denied we had a settlement and vacated the agreement in breech.

I had a valid settlement agreement enforceable by contract law that was vacated by the commission with out cause or justification and no merit or notice to the court or from the court concerning the settlement and if any thing was wrong it should have been objected to within the proper timely manner and since it was not the commission has breeched its contact and invalidated and should be subject to damages in favor of the Imperato who acted in good faith exchange good will and signed witness and filed the settlement agreements with the court and was ignored by the commission stating these was no agreement .

Legal and binding contracts (meeting of the minds involves the exchange of promises (vacated and cancelled as non existing see read transcript)

All this information and evidence has been filed in motions and exhibits all denied motions ,vacated stricken and mooted with out evidentiary hearing concerning genuine material factual evidence of dispute as well as denied my trail by jury ordered by the same judge Ryskamp.

April 11th 1991 senate judiciary committee hearings

My constitutional rights under the civil rights acts , first ,fourth and fifth amendments have been violated as well as the sixth ,seventh ninth amendments and the thirteen and fourteenth amendments which shall hold the government appointees accountable under a grand jury proceeding concerning the violations of discretion and abuse of power when a totalitarian govern agent conspires with another government agent its almost breeches criminal activities and certainly in violations of one constitutional right shall be hanged .

it is hereby petitioned that this court held under article IV of the constitution of the united states of America in its decisions in the slaughter house clause, 16 wall, 36, 1873, that "another privilege of a citizen of the united states is to demand the care and the protection of the federal government over his ,life liberty and property ..." and that if this court up holds this part of that decision , then it will grant me the right of :freedom of choice:, since that rights is not repugnant to the laws of the united states of America in accordance with article I ,section ,8 ,cause 18 of the constitution of the united states of America.

It is hereby petitioned that the 17th section of the judiciary act of 1789,c 20, enacts :that all the said courts shall have the power to make and establish all necessary rules for the orderly conducting of business in the said courts, provided such rules are not repugnant to the laws of the united states : .. That this court and the commission will not act with repugnance to the laws of the united states as we the united states district court ,southern district of Florida and the securities exchange commission .

It is hereby petitioned that the court order by united states district court ,southern district of Florida is not a law in accordance with the definition of law in the supreme court ruling -- hurtado v California 119 ,u.s. 516 4 th ,ct 111,28,1 ed,232 (1884). This ruling is quoted ; "it is not every act,; legislative in form , that is law. Law is something more than a mere will exerted as an act of power. It must be not a special rule for a particular person ,or a particular case ,but in the language of Mr. Webster ,in his

familiar definitions , "the general law , a law which has before it condemns which proceeds upon inquiry , and renders judgment only after trial, : so that every citizen shall hold his life, liberty , property and immunities , under the protection of the general rules which govern society . and thus excluding , as not due process of law , and penalties , acts of attainder, bills of pain and penalties , acts of confiscation, acts of reversing judgments , and other special , partial and arbitrary power , enforcing its edicts to the injury of the persons and the property of its subjects , is no law, weather manifested as the decree of a personal monarch or of an impersonal multitude . And the limitations imposed by our constitutional law upon the action of the government , both state and national , and essential to the preservation of public and private rights , not withstanding the representative character of our political institutions. The enforcement of these limitations by judicial process is the devise of self governing communities to protect the rights of individuals and minorities , as well against the power of numbers ; as against the violence of public agents transcending the .limits of lawful; authority , even when acting in the name and wielding the force of the government. It follows that any legal proceedings enforced by public authority , weather sanctioned by age and custom, or newly devised in the discretion of the legislative power , in furtherance of tie of general public good, which regards and preserves these principles of liberty and justice , must be held to be due process of law."

No person can sign himself in involuntary servitude only involuntary servitude allowed is military draft .

No person can be in involuntary servitude unless convicted in a criminal court of law with a jury trial invoked or in a civil court of law under the VII AMENDMENT WE VALUE EXCEEDS TWENTY DOLLARS .

UNDER THE CONSTITUTION OF THE UNITED STATES

THIRTEENTH AMENDMENT UNDER THE DUE PROCESS CLAUS OF THE FIFTH AMENDMENT.

Hurtado v calif 110 us 516

Magna charta ,2 inst 46. coke says

No man shall be diseised unless it be by the lawful judgemnt ,that is, verdict

of his equals or by the law of the land (that is to speak it once and for all) by the due process of law

Lord coke in bonhams case rep 8 115 ,118 a

The actual practical security for liberty against legislative tyranny was the power of free public opinion represented by the commons .

In this country ,written constitutions were deemed essential to protect the rights and liberties of the people against the encroachments of power delegated to their governments ,and the provisions of the magna charta were incorporated into bills of [p 532] rights .

They were limitations upon all powers of the government ,legislative as well as executive and judicial .

It necessarily happened ,therefore, as these broad and general maxims of liberty and justice held in our system a different place and performed a different function from their position and office in constitutional history and law ,they would receive and justify corresponding and more comprehensive interpretation. applied in England only as guards against executive USURPATION AND TYRANNY ,here they have become bulwarks also against ARBITRARY LEGISLATION; but , in that application ,as it would be incongruous to measure and restrict them from ancient customary English law ,they must be held to guaranteed not particular forms of procedure ,but the very substance of individual rights to life liberty and property .

Restraints that could be fastened upon executive authority with precision and detail might prove obstructive and injurious when imposed on the just and necessary discretion of legislative power; and while ,in every instance ,laws that violated express and specific injunctions and prohibitions might ,with out embarrassment ,be JUDICIALLY DECLARED TO BE VOID ,yet any general principle or maximum ,founded on the essential nature of the law as a just and responsible expression of the public will and of government as instituted by popular consent and for the general good ,can only be applied to cases coming clearly within the scope of its sprit and purpose ,and not to legislative provisions merely establishing forms and modes or attainment .Such regulations .to adopt a sentence of burkes ,may alter the mode and application ,but have no power over the substance of original justice . Tract on property laws .6 burkes works ed. Little and brown.

Munn v Illinois, 94 us 113 134

A person has no property, or vested interest, in any rule of common law that is only the form of municipal law, and is no more sacred than any other right of [property which have been created by the common law can not be taken [p533] away with out due process ; but the law itself, as a rule of conduct, may be changed at the will or even at the whim of the legislature, unless prevented by constitutional limitations . Indeed the great office of statutes is to remedy defects in the common law as they are developed, and to adapt it to the changes of time and circumstance

Walker v Sauvinet 92 us 90

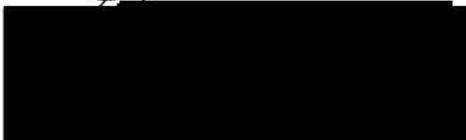
A trial by jury in suits at common law pending in state court is not, therefore, a privilege or immunity of national citizenship which states are forbidden by the fourteenth amendments to abridge . A state can not deprive a person of his property with out due process of law; but this does not necessarily imply that all trials in state court affecting the property of persons must be by jury . This requirement of the constitution is met if trial is had according to the settled course of judicial proceedings . Due process of law is process according to the law of the land .this process in the states is regulated by a state law.

Griswold v Connecticut 381 us 479

The principles laid down in this opinion [Lord Camden in Entick v Carrington, 19 How St. Tr. 1029] affect the very essence of constitutional liberty and security .they reach farther than the concrete form of the case then before the court, in its adventitious circumstances ; they apply to all invasions on the part of the government and its employees of the sanctity of a mans home and the privacies of life. It is not the breaking down of doors, and the rummaging of his drawers, that constitutes the essence of the offence; but is the invasion of his indefeasible right of personal security, personal liberty and private property, where that right has never been forfeited by his conviction of some public offense its is the invasion of this sacred right which underlies and constitutes the essence of [381 us 479,485] Lord Camden's judgment . Breaking into a house and opening boxes and drawers are circumstance of aggravation ; but any forcible and compulsory

extortion of mans own testimony or of his private peers to be used as evidence to convict him of crime or to forfeit his goods is within the condemnation of that judgment . In this regard the fourth and fifth amendments run almost into each other.

Daniel IMPERATO



Exhibits

In the united states district court
for the southern district of Florida
Securities and exchange commission,

Plaintiff

civil action no.: 9:12-cv-80021
klr

vs.

JUDGE KENNETH L. RYSKAMP

Daniel Imperato
Personally, and individually

OCT 17th 2013 defendant

Response brief
R dd 10/17/ 013

Violations of the united states constitution by
the united states government.

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hurtado v California

rule 77 p.271 see mcabe
fed magistrate act of (1979),16 harv. J legis 343,364- 79
(1979) usc 636(c)(1).

See rule 72 b(2), 73 (b) us v walters 638 f2d,947,6th
cir.(1981).authorized by 28 usc 636 (c) (b).
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198,00(4thcir.(1997),see luce v united states 496,us 38
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A 23.-24 ORDEN BONARIA 500 BB INFRASTRUCTURE WORLD WIDE
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A. 25 LETTER SEC. NO MORE COMMENTS ON QS AND K S dec 10 th
2010. DANIEL GORDON Branch chief

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F-1 -2 Fiscina settlemnt

Last 4 pages Complaint file against IMPERATO Jan 11 2012. 2
years late with no notice of any sort????????????

Started in 2005 .?????

Fascina cfo ,ceo chair cpa , settles on 9 20 2011 ,before
case is filed or notice given to any other defedant and
party in the case.?????????

28

Motion SUPPLEMENT BRIEF response to vacate/strike and set aside (de 137) as error in adopting the SUMMARY JUDGMENT order based on the merits and case laws supplied to this court as well as other improper procedural rules not complied with that should not allow granting such an order. See rule 73, and 72 See rules (56) a, b and d (e), Rules 16.2 (f) 1,2 ,Cpl 280.10 (1),28 u.s.c.&636 7 rules 10-(b) 5, rule 74-76 ,28usc&636 c(2) (6) (3), rule 12 (b), rule 17 app.p.814,rule 72 title 28,37 (b) (a) (ii) (vii), rule 73. And 5th amendment rights violated

SUPPLEMENT BRIEF

The magistrate(not consented too) **rule 77 p.271 see mcabe fed magistrate act of (1979),16 harv. J legis 343,364- 79 (1979) usc 636(c) (1)**. recommendations order was erroneous and adopting order premature based on the responses for r r deadline was oct 15th 2013 de(137) not allowing for the final responses by the defendants timely and other. See rule 72 b(2), 73 (b) **us v walters 638 f2d,947,6th cir.(1981).authorized by 28 usc 636 (c) (b)**. Rules 59 ,72 (b) (1) (2) (3) **fed rule 27,24,4 writ of error.**

Pertinent portions of the record denovo review ripe for adjudications is not possible based on the error and premature order adopting the recommendations from the same magistrate order that closed the case and reopen as as error. See **coram nobis (ford v commonwealth 321 ky 718, 229.s.w.2d 470) and Rule 72 b (2), (de 126) (de 164) (de 162)** In addition Plaintiff failed to respond to defendants

responses (109,110,111,112,113,116,117,118,119,120,21,) (vol.I II II) to the may 6th 013 (de 107) motion for summary judgments. (de 127)

THE PLAINTIFF DEFAULTED ON SCHEDULE ORDER AND CASE SHOULD HAVE BEEN DISMISSED .PLAINTIFF GOT EXTENSION AFTER 90 DAYS LATE ON ERRONEOUS EXCUSE THAT THE JUDGES ORDERS WERE ERRONEOUS.. (DE 26) (de 162))

PLAINTIFF DEFAULTED ON PRETRIAL CONFERENCE AND OTHER AND GOT PARDONED BY EXCUSES OF ERRONEOUS ERRORS (DE 151)

PLAINTIFF REOPEN CASE ON ERRONEOUS EXCUSE THAT THE COURT FOUND IMPERATO UNREASONABLE FOR THINKING CASE WAS CLOSED ,WHEN IN FACT NO RESPONSES OR OBJECTIONS CAME FROM THE PLAINTIFF. (de 101) & (De 104) (de 133)

PLAINTIFF SAID IS WAS EFC ERROR ,CLERK SAID IT WAS A CUT AND PASTE ERROR AND NOW PLAINTIFF MOVES THE COURT 5 MONTHS LATER ON (DE 0 TIME BARRED AND DATED BACK TO (DE 137) (de 104) MAY 6TH DENYING ALL DEFENDANTS MOTIONS AND MOOTING THEM AND SKIPPING ALL SCHEDULES ORDERS BASED ON THE CASE BEING CLOSED ,BUT YET NOW ITS REOPENED. (de 158)

THE MAGISTRATE ORDER OF OPENING ON AUG. 28TH 2013 , defendant HAS NO WRITTEN ORDER OR MOTION NOR HAS THE DEFENDANT EVER BEEN ORDERED BY THE COURT OR NOTICED BY THE COURT THAT THE CASE IS REOPENED. DEFENDANT ASKED FOR EMERGENCY HEARING FOR CLARIFICATION (de 123) AND WAS DENIED . (de 124, (de 157), (de 165), (de 166)

SUMMARY JUDGMENT MOTION RECOMMENDATION BY MAGISTRATE WAS DATED BACK TO MAY 6TH 2031 WITH OUT HEARING DEFENDANTS MOTIONS. DEFENDANT WENT TO RESPOND TO SUMMARY JUDGE RECOMMENDATIONS AND THEN WAS SHUT OFF EARLY AND SENT A ADOPTING ORDER WITH OUT ANY HEARINGS OR PROCEEDINGS (DE 163) AND BY NOT HEARING ALL PREVIOUS MOTIONS AND THE RESPONSE DEADLINE OF THE PREVIOUS RECOMMENDATION ORDER. DENYING THE DEFENDANT DUE PROCESS OF LAW.

See Hurtado v california (de 147)

MAGISTRATE BARRED DEFENDANT FROM CONTESTING THE AMOUNT THE CLAIMS BUT ALLOWED FOR CONTEST(de 163 page 2 foot 1 and 2) OF AMOUNTS. ANOTHER WORDS I MUST PAY FOR SOMETHING I AM INNOCENT OF AND HAVE HAD NO HEARINGS or proceedings to allow for my defenses and disputed material facts to be heard IN COURT OF LAW WITH A JUDGE. Defendant had one (see transcript vol. I ii ii hearing only 15 minutes (de 61) & (de 111,112,113), volumes I II III , (de 145), (de 147).

The defendant has had no hearings on any of the motions filed since the closed of the case march 14th 2013. (de 104) & (de 101)

Violating **Rule 72 (b) 1** the district judge must consider only timely objections .CASE CLOSED MARCH 14TH 2013 with NO OBJECTIONS BY PLAINTIFF SAME for THE MAGISTRATE RECOMMENDATIONS ON JAN 14TH 2013 NO OBJECTIONS . See rule

103,104, title 28 p 316 317, see *old chief v united states* 519 us 172,182 ,n6 (1997), see *huddleston v united states* 681,690 n 7 (1968), see *fed. r civ p. 72(a), usc &636 (b) (1)*, see *wells v shiner hospital* 109 f 3d 198,00 (4th cir. (1997)), see *luce v united states* 496,us 38 (1984) (no responses)
plaintiff may not therefore after assign as error a defect.
FORFEITS THE PLAINTIFF RIGHTS see 15 usc &78 u.

The settlement agreement contract has been breeched and with drawn by plaintiff after the agreement settlement was agreed which is breech of contract . (*on what merits and probable cause allow such breech*)? (de 158)

The court jurisdiction (de 141) has been forfeited based on the breech of contract by the plaintiff .

The defendant filed for appellate court review under a writ of error. Motions denied as moot. (de 141)

The defendant honored the settlement agreement by filing all required documents , plaintiff negated it. Defendant to the best of his ability and sent them required financials pre paid ups by Tina justice . See (de111) and filed with the court.

Plaintiff dealt in bad faith and never intended to settle with erroneous excuse that I didn't follow rule 7.1(c). When it was stated there was an error in efc system and or clear stated cut and paste error. ERROR . Not 7.1 c See *attached exhibits (de 151), (156) plaintiff moved to strike (de 135)* containing factual physical evidence of dispute material facts concerning the claims against defendant. (de 111,112,113) .

No further motions by plaintiff or formal requests were entered in the dockets for more financial information or for any default by defendant for not complying with **rule 7.1** .

The defendant was in the mind set that the case was settlement and closed based on the full compliance by the defendant IMPERATO only.

Defendant requested an emergency hearing (de 123), (133) as well as a motion for clarification and was denied as moot. (de 124) (de 137)

The defendant filed several responsive motions with case laws after oct 2nd , (de 148) was INITIAL response not FINAL response. (r r objections due date are 10/15/2013. (de 137)

a. Making the adopting order premature with out any hearings.

b. defendant has no consent form for a magistrate judge to rule and hear proceedings , has been filed or agreed to by defendant (**rule 73**), all pleadings , hearing held by the magistrate with himself and no others in attendance.

This is a HUNG pre trail and (jury trial) by way of the magistrate not consented to and acting's as the magistrate

and the jury and sometime the Judge himself. Rule 12
Defendant filed 13 plus More motions after oct 2nd 2013
with additional material factual evidences of genuine
dispute and filed more after oct 8th (de 163) were filed and
now Moot with not one hearing. (de 163) (de 104) (de 131).

Motions for appellate review concerning the negligence
concerning the case being closed march 14th 2013 and the
erroneously opened by and email not service properly on aug
28th 2013.

Motion for arbitration as well as appointment of legal
consul denied as moot after the oct 2nd 2013.

See (faa) (9 usc a & let seq.), & (29u.sc. & 141 et seq.)

With no court order notice of re open to the defendant and
then denial of emergency motion for hearing on the matter in
front of Senior Judge Ryskamp. Defendants motion denied .

1. Violations of due process of law

Hurtado v California, **See clause 39 of magna carta**

See 5th ammend.

See 14th ammend. (Legality) provides for fair procedures

a. The plaintiff violated 34 40 acts.

Defendant never received any compensation or commission from
any investors investments

Page 63 (b) sec 10 a , and sec. 2 (41 (a) (b)

Sec. 9 (f) 1,2,3, (a) (b), 4 (a) (b) I,ii,ii, (c)

The plaintiff and The magistrate judge Hopkins had no
hearings or proceedings that established any
proof of any of the plaintiffs claims. No penalties should
be imposed unless claimed against the insurance company
after proper hearings and jury trial with consul and a due
process of law. Please provide the times and dates of the
hearings and proceedings in front of SENIOR JUDGE RYSKAMP
concerning the proof of the plaintiff allegations .

No final judgment is permissible by law with out proper
proceedings and hearings of all motions. **Rule 16. Due
process of law violated all dates cancelled (de) 104 ,105)**
Only one hearing (de 147) for fifteen minutes by phone. **Rule
72, (1) (2) (3), and rule 59 ,72 b (1) (2) (3)**

Response to page 2 b and c , please establish the case
laws sites for the foot notes 1,2, no case law is sites
denying defeant imperato a contestance .

2. The plaintiff has not established ill begotten gains.
Sec. 9(d) (1) A ,b (6)c. Defendant never received any
compensation or commission from any investors investments.
Please provide the defendant with the proceedings and
hearing dates that took place in front of the SENIOR JUDGE
RYSKAMP , require by law to prove beyond a reasonable doubt
the defendant is guilty of any violations of the security

exchange commissions rules and regulations that would allow for any money damages above any amount in dollars must be proven by the commissions own rules. (Disgorgement 1)

b. The amount of disgorgement to be paid by Defendants, and which Defendants should be held jointly or severally liable for such *disgorgement* ;1 no disgorgement should be imposed no penalties should be imposed unless claimed against the insurance company after proper hearings and jury trial with consul and a due process of law.

The rule states the commission must establish that the defendant received ill begotten gains with will full intent to deceit and can only disgorged those proven amounts. See *exhibits sec. rules 34 40 acts of a bdc designation. See exhibits and sec. Rupert email assisting the company with removal of bdc and other. With no cease and desist since 2007 or until the dec. 10th 2010 sec. document with no more questions . See attached exhibits. Bdc rules sec. 9 (f) 9 (1,2)*

There has been no proceedings or hearings so no amount over any dollars in any form of final judgment permissible by law with out proof of the will full intent to deceive and that the defendant received any ill begotten gains. The commission has not proven(de) burden of proof their allegations the defendant conspired to carry out a securities fraud scheme because the defendant did not do such and provide physical evidence and sworn affidavits proving such but they have been unacknowledged.

The commission has not proven that the company was a shell and cannot proof such a bogus claim against the defendants and that we had ooo assets(shell) (*see exhibits attached (IMPOSSIBLE unrealistic and false claims by plaintiff)* because that's is factually and physically impossible as a matter of irs audits and books and records submitted to this court. See *original response to complaint and exhibits as well as rr to (de) , physical evidence... (original responses (de 16, 20, 21, 22,23,24,25,,26)and responses to summary judgments motion de (107) response in vol. ii iii ,may 2013. (De 111,112,113,116,117,118,118,119,120,121)* these motions have never been heard in front of a Judge Ryskamp or responded to adequately by the plaintiff. The defendant did not grossly exaggerate any values and has presented written valuation (de)original responses) has full and exhibits attached partial, documents and proof of such assets were existing and valued properly. See *bdc rule 34 40 act* , allows management to arbitrarily value assets with valuation methods of (deal sense software with

comparative analysis valuation by management.) see valuation documents(original response to complaint) no mutual consent signed by defendant for magistrate and no proceedings have been hear in the court.

(de 111,112,113,116,117,118,118,119,120,121) and (de) (vol I ii iii)

The plaintiff failed to order cease and desist with cure and request for third party independent valuation report. The plaintiff case laws are invalid because the physical evidence over rules all evidences as well as the claims were and are false, and will be appealed if any such final judgment is entered.

On Physical evidence of disputed material facts as well as sec. rules and the fact defendant had no hearings or proceedings to allow for his defense and has been denied consul prior to entering adopting order .(de 163) *should be moot*. Defendant should have a right to jury trail as agreed by this court and by law. *Denying writ of habeas corpus See us const. VII , VI with rights to attorney.*

Hurtado v california

Response page 2 c *no case law is cited for foot notes 1,2 denying writ of habeas corpus see us const.....*

3. Standard of proof

sec. v first financial 23 ,bci rev,1529 (1981)

The plaintiff has not established the burden of proof. *See (woolmington v dpp 1935 ac 462)*

a. Whether Defendants Imperato, Imperiali, and O'Donell should be permanently enjoined under Securities Act Section 20(b) [15 U.S.C. §77t(b)], Exchange Act Section 21(d) [15 U.S.C. §78u(d)(1)], and Investment Company Act Section 42(d) [15 U.S.C. §80a-41(d)], and the scope of such an injunction; NO ENJOINMENT AGAINST IMPERATO no penalties should be imposed unless claimed against the insurance company after proper hearings and jury trial with consul and due process of law. Violation of 5th amendment rights of defendant. See *sec (10 0(5) 9 (e) (9) (b).1,2,3*. Please provide the defendant with the proceedings and hearings SENIOR JUDGE RYSKAMP require by law to prove beyond a reasonable doubt the defendant is guilty of any violations of the security exchange commissions rules and regulations.

There has been no consent and no proceedings or hearings in front of Judge Ryskamp in this court so no or civil penalties is permissible by law. (*Civil penalties 2*)

c. The amount of civil penalties to be imposed on Defendants under Sections *20(d)(1) of the Securities Act [15 U.S.C. § 77t(d)(1)] and 21(d)(3)(A) of the Exchange Act [15 U.S.C. § 78u(d)(3)(A)]*, and which Defendants should be held

jointly or severally liable for such *civil penalties*;2 and NONE should be imposed no penalties should be imposed unless claimed against the insurance company after proper hearings and jury trial with consul and due process of law. There has been no proceedings or hearings in front of Judge Ryskamp in the court so no officer and director bar is permissible in any form of final judgment concerning counts one to counts seventeen shot gunned at the defendant by the commission with no proceedings or hearings and no regard for due process of law .

d. Whether an officer-and-director bar should be imposed against Defendant Imperato NO BAR should be imposed with out due process of law.

Defendant notices this court and the plaintiff reserving the right to an appeal any and all final judgment orders if any follow .

Worcester v Georgia 31 us 515 (1832)

Defendant Imperato is being falsely accused and has violated no such laws and denies all the claims in the plaintiffs complaint.

See (fca) ,31 usc &&3729-3733 and has liability for suchSee 3729 (a) && 3729 (a) (1) (A) (b) , violation of 18 usc & 241 and fraud

Tort see garret v taylor

Misrepresentation see Gordon v selico (1986)18 hlr 219

With out due process of law by any means.

Final judgment against IMPERATO shall be not money damages and no civil complaint violations as well as no officer director bar based on the merits ,facts and case laws presented to this court. The overwhelming preponderance of physical material genuine disputed facts and evidence submitted by the defendant that is a genuine dispute should vacate the summary Judgment by law. **ARTICLE I. GENERAL PROVISIONS Rule 101. Scope; Definitions ARTICLE I. GENERAL Rule 102. Purpose Rule 103. Rulings on Evidence Rule 805. Hearsay Within Hearsay ARTICLE X. CONTENTS OF WRITINGS, RECORDINGS, AND PHOTOGRAPHS Rule 1001. Definitions That Apply to This Article**

Response and respect of the magistrates order (**denying defendants rights of habeas corpus**)adopted by the Judge Ryskamp (de 163) foot notes 1,2 see page magistrate is not consented too (the foot note have not sited any case laws or rule)as well as has stated that defendant can't contest the claims but only the amounts even after no hearings and proceedings , no rulings in front of a judge on

the matters in a court as well as clear violations of court procedures by both the magistrate and the plaintiff. Should negate these magisterial recommendations and orders after the case was closed , with no objects by the plaintiff.

In order to hear new proceedings, rulings and new motions on the closed case , a new case must be filed as a matter of law. (de 101) (de 104)

The defendant IMPERATO is a understanding honorable man and realizes that mismanagement occurred(by professional and legal management not by fraud and not by IMPERATO) and that there is an insurance polices for such.

Imperato believes the insurance company must provide consul and the court has denied defendants rights to consul. Defendant requires time to allow to obtain consul from the insurance company do to the suspire attack on defendant re opening case and IMPERATO must have a trial with consul provided by the insurance company as a matter of due process of law. See exhibits and (de132) and (de 61) (de)

In light of the fact that IMPERATO is a humanitarian and defends justice every all day and is a public figure as well as grand prior ,papal knight and other . See (de159)

Imperato recommends that the consider the defendants insolvent financial situation at present.

Error excuse y plaintiff (case closed, de 101 ,104) is Clearly erroneous in error contrary to law. The clerk said the person who wrote closing order cut and paste it. The plaintiff said it was a efc error and the defendant complied with the contract as per agreement at mediation de (142), (de139). See fed.civ.p. 72(a) 28usc:usc &636(b) (1) (a). see tfws inc.v franchot ,572 f .3d 186.194(4th cir.2009) See Swanson v bank of america na,563 f 3d.634,636(7th cir.2009). See eg may dept.stores v fed .ins.co ,305 f 3d 597,599(7th cir.2002) and united states . V johnson ,187 f 3d 1129,1132, (9th cir.1999). Rule 60 (b) see quincy v herman ,652 f .3d 116,120-21(1st circ.2011)Valley citizens for save envt v aldridge ,969 f 2d,1315,1317 (1st cir. (1992). See 10 (b) -5 sec rule .

The defendant motions this court to enforce the settlement agreement under dispute by the plaintiff referring the disputed argument to another jurisdiction and jurisdiction will change based on the plaintiffs default 16.2 (f) (de) violation and non response to defendants motions on may 29th and other (de) (vol. iii). The fact that the plaintiff received tax returns of the years in question showing the max. amount defendant earned was 500,000 dollars in the 4 years of question . Defendant never received any direct compensation or commission from any investors

In the united states district court
for the southern district of Florida
Securities and exchange commission,

Plaintiff civil action no.: 9:12-cv-80021
klr

vs.

Daniel Imperato, personally
defendant

JUDGE KENNETH L. RYSKAMP
nov. 16th 2013

motion by defendant rule 59 altering/amending judgments

Notice to the court by defendant exercising his motion
right under rule 59 (B) (2) (b) (e), 56, 72, 73, 61, 16.2
(f), 12(b) (1) & (28 usc & 1331) . with request for automatic
stay of execution of ill begotten summary and final
judgments.

The defendant has been restricted to file any motions and
the clerk has refused any further motions by order of the
court and refusal to except the motions at the clerks
physical window. (See exhibits filed here in attached)

Thos notice motion is sent via registered mail# and will
be attached to the motion following to the appellat court
13-14809 for leave from the appellate court ,after the
response in writing is obtained with the rulings and finding
of the lower court, such hearings or amending and voiding
the judgment orders (de 137, 105, 163) and (de 194), based
on the merits and matters of law presented by the defendant
in this case.

Merits and case law and authorities are the body of motion
notice .

Comes now the defendant within his rights to attack the very
essential elements of the judgment orders with merits for
voiding the judgments as a matter of law.

The defendant has presented substantial physical evidence to
this court by way of exhibits and motions that clearly
identify that the summary and final judgments should be
vacated as error in conjunction with defendants
overwhelming genuine material factual physical evidence
(additional affidavits) (see exhibits attached) disputing
the plaintiffs claims as false and unproven with specific
attacks to the elements of the claims overlooked by error of
the court as well as violations of procedural rule and
misrepresentations , abuse, bad faith , fraud and surprise

with negligence by the court error and plaintiff breach of contact (meeting of the minds with exchange of promises and considerations) (de 94,97,99,100,101,104,111,& 180) and loss of the court inherent power over ruling its own power by ruling on matters of law that should have been out side the jurisdiction of the untied states district court under contract laws as excusable errors based on the plaintiffs abuse of the court.

Defendant evidence concerning hearing (de 187), has provide this court with the authority and power to excise its rights under rule 41 (b) sua sponte and ,rule 60 (b) granting and order that voids the summary and final judgments (de) ,based on the following interpretations and errors and matter of law with authority.

The plaintiff fraud the court with obvious ,visible misrepresentations and abuse in its statements at the hearing on nov 6 2013.

The senior judge Ryskamp stated he was new to the case and was not apprised of all the events and was acting in good faith to have a hearing based on defendants having no evidentiary hearings in the whole case as well as made incorrect statements under oath based on the plaintiffs misrepresentations and erroneous statements at the hearing.

Those statements that the defendant did not provide what was required in ordered to effectuate the settlement and consent agreement (never happened) is a clear misrepresentation when the defendant did in fact present tax returns (de)at the settlement conference and banks statements (de)and financial affidavits (de 116,118,120) on several occasions in filings with this court and by us and ups mail to the plaintiff that effectuated the settlement contract and void the summary and final judgment orders issued by the court as a matter of error and contract breach reserving defendants rights for claims of special , consequential and liquidated damages and other costs by default and breach of contract by the plaintiff as a matter of law.

In fact the defendant did provide the proper documentation to effectuate the settlement agreement contrary to the Judges statements (it never happed) which as a matter of law is a legal contract enforceable by law with consideration and promised exchanged that remove the jurisdiction of the federal courts rights that should have not allowed for any judgment orders but contract law breach which should be heard in another jurisdiction of prior to any judgments entry orders.

The inequitable academic financial burdens and fines (de 194) and the (de 163) which has never been prove with out evidentiary hearings should be void .

Based on the merits of law and fact that the plaintiff said the settlement agreement existed but the defendant did not for full any of its obligation to in the judge words (never happed . Is false and erroneous and the USE of error by the court under rule (51) and non compliance by the plaintiff rule 16.2 (f) (de 179,) noticing the court should have been acknowledge as breech of contract and not allowed to re open a closed case with out timely objection to the close of the case and then with out proper notice to the defendant on aug 28th 2013 reopening the case with out a court order (stated by the judge " the court just orders to vacate the (de 104 and de 101).

The court did not issue any court order or notice to the defendant that is on the dockets with the court that's orders the reopening of the case with merits of law or any explanation for the legal reason why the case was reopened except an email six months later from the plaintiff.

The plaintiff did not timing notice the court of error in closing the case by way of cut and paste or efc error or scriveners law (is erroneous) and based because the case was settled with Imperato and tentatively was based on the fact there were other defendants ,but in the body of the orders closing the case its states (settled with IMPERATO) .(de 129, 127,125, 122)

The defendant exchanged good faith and good will and signed by plaintiff s consul whom then plaintiff violated 16. 2 (f) and (rule 51).

Then plaintiff s crying wolf and misrepresenting the court that the plaintiff did not receive ANY DOCUMENTATION REQUIRED FOR SETTLEMENT PURPOSE) is proven to be false statements to the court.(126) (de 110, 109)

The court allow the plaintiff once again to usurp the court powers overruling the judges orders and usurping the court procedural rules and judiciary acts(1789,c 20) were violated under false statements and false pretense under oath by mc cole eq and the plaintiff at the hearing after the fact summary judgment was entered with out evidentiary hearings, voids the judgment orders .

The plaintiff forfeited his rights to appeal (de) and the

court forfeited its rights to jurisdiction because a contract was effectuated, notarized and witnessed by court room deputy and the magistrate judge Palermo (de 100) the court error because the plaintiff never filed the settlement agreement in violation of the agreement itself that was adjudged and ordered on oct 11th 2012 (read settlement and consent agreement) (de 111,116,) (158) (184 & 179).

The Senior Judge Ryskamp error in not signing the agreement because the plaintiff never presented it in violation of the rules described in this motion above.

The defendant did in fact provided the plaintiff with required documentation evidences in filings with the court and the plaintiff defrauded the court stating that the defendant did not provide any documents and statements from the judge (never happened) is false and error of the court based on the plaintiff under oath statements and filing with the court which VOIDS the judgments as a matter of law.

Although the defendant recognizes and notifies this court albeit that the court did not have rights to sua sponte 41 (b), 60 (b) rules based on the denial of constitutional rights of due process (link v wabash rail road co.) (de 134)

The defendant challenges the court rulings and order of judgment, that the acts of court orders against procedural rules and judiciary acts are (contumacious) and is against the very roots of our federal system . (de 133, 130,)

The courts inherent power used in this case was based on the plaintiffs fraudulent and false statements to the court and the courts 60 (a) , (b) (1) (2) (3) (4) , with mistakes and negligence as well as harmful error (rule 61) against the defendant because of the plaintiffs abuse of the court and Rule (rule 59) of non notice reopen the case in concert with the abusive tactics toward the court and the defendant with passion and prejudice as the motive behind conspiring to persuade the court to obtain fraudulently the judgments by use of the courts power to correct errors which can not be assigned with out timely objections .

The court has the power to correct these errors and void the judgments orders at once saving the tax payers time and money as well as the court .

The error was caused by the court based on the plaintiff not having for evidentiary hearings under rule (72 ,73) with a non consented magistrate (de 64) (de 180)violating the defendants rights and court procedures and rules once again

the courts voidance of the summary and final judgments under 41 (b) & (60) (b) sua sponte by the court correcting and voiding the judgments. (28 usc & 1331)

The voidance of the excessive, academic wards in the final judgment and the unproven claims(burden of proof see , sec v first financial group) (de 135) and summary judgments would surely preserve the constitutional rights of the defendant and the judicial acts (1789 , c 20) as well as the integrity with defense of rules and procedures which has clearly been jeopardized by the plaintiff with inexcusable conduct.

The plaintiffs with passion, misrepresentation and fraud with will full intent to deceive the court and destroy the defendants life by executing judgments that will arrest and place the defendant in custody of the plaintiff and this court .(18 usc& 1584) (hammond v lenfest)which is death to the defendant with ill begotten(34 & 40 acts must proven defendant received illegal gains by willful intent ,which has not been proven by the plaintiff what so ever)(de 179), exorbitant excessive penalties (de 194) of academics with passion and prejudice and malice and premeditation by the plaintiff the is against all rules, laws ,procedures and the rights of the defendant for a fair right to speedy trial and due process clause requiring the federal courts to afford equal protection of laws,(bill of rights)(hurtado v California) ,in defending himself which has violated the united states constitution first , fifth ,thirteen and fourteenth amendments and is repugnant to the united states constitution and automatically voids the judgments and the judgment court orders as repugnant to the constitution .

The defendant exhibits , defensive motion, affirmative defense and physical evidence was never acknowledged or heard of law in front of a judge until nov. 6th 2013 as a courtesy to the defendant (which has uncovered the facts and and new evidence

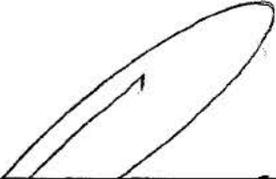
(read transcripts) (de 147) and final transcript ATTACHED.

(REVIEW UNACKNOWLEDGED ,all exhibits (de 1- 100 end) in the file that have been mooted ,vacated and denied and stated by the judge and the plaintiff that defendant has filed no evidences which makes all the exhibits new evidences)

that allows defendant the attacks on specific essential elements of this case which have been attacked with merits of law and authorities) in court which was and is genuine factual material evidences of dispute which were mooted

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 ,vacated and denied with out any evidentiary hearings which is repugnant to the united states constitution and automatically voids the summary and final judgments as a matter of law and constitutional rights under the violations of court rules and procedures and constitutional amendments of the united states of America.

The defendant await written response from the court concerning the automatic voidance and ruling of such by this court immediately . Under rule 60 (b) 41 (b) with out further notice .

Document prepared by 

nov / 16th /2013



In the united states district court
for the southern district of Florida

Securities and exchange commission,

Plaintiff

civil action no.: 9:12-cv-80021
klr

vs.

JUDGE KENNETH L. RYSKAMP
Magistrate Judge James Hopkins

SENIOR MAGISTRATE JUDGE PALERMO

Daniel Imperato
Personally,
and individually

Oct. 5th 2012

defendant

Brief confidential settlement statement

Respectfully Submitted,
Daniel Imperato pro se

TABLE OF CONTENTS

INTRODUCTION , STATEMENT AND ARGUMENT

Case law

Hurtado v California

Lord Camden v Connecticut

Oig-496

Amongst other

RESULTS OF PRIOR SETTLEMENT OFFERS

PARTIES POSITION

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On January 9th 2001, I was severed a law suit against me for so many inconclusive ,unsubstantiated claims during a time when 6 months prior I was a humanitarian aid to a child custody case # 4d12-25 appeal # lt 11-7792 fmce .

At that time guardian ad litem severely and brutally verbally assaulted the victim of a harboring case by a uk citizen against a Lithuanian girl whom I came to help. During the one interview that led to the mothers son being stripped from her based on my humanitarian efforts turned on me .

The case concerning what we are here about was stated and sited 6 months before I was served some how the guardian ad litem esq. threaten with use of non public information that I stolen 2.5 mm dollars and I was a con man and ran for president with stolen money.

Florida bar case # 2012-51,817(17h)

All in a sworn statement given by the mother of son whom has been taken away from us under false pretenses and incomplete evidences used against the mother as she was threaten to get away from me of she and we would never see that 4 year old boy mothered by a beautiful kind old school Lithuanian girl who has been brutally victimized by the father of the child.

WE REQUESTED THE US ATTORNEY TO OPEN A HARBORING CASE.

AS WELL AS Uscis against the father Christian hadfield a uk citizen (IN MY COUNRTY) whom has kept mother from son for 1 year now using his clout and regus power to destroy me in a vindictiveness to protect his guilt, because I uncover it and his premeditated plan and harbored the mother for years then rid of her taking her son after 2010. New laws for harboring all during his bike riding events with James Ashcroft and others to be named.

Uscis A # 205041316 please review case they all connect.

This company/ imperiali inc. was being managed by christ inv. Llc under board agreement since 9/11 shut down and restructure.

When the young men Kyle Hauser ,who wanted so bad to have a chance in life and save his friends from the pill mills and oxy cotton use of stock brokers in Boca Raton who went to school with 23 years my step son and was a license

securities dealer at the time) being fed by doctors prescriptions from relations with owners of brokerage firms whom used the relation ship to abuse the young men and then use there names illegally.

(reported to the authorities by me in 05)

(2 young men that were coming as part of my business ministry died of overdoses)

Then Dan Mangru via and others approached kyle to help them in business ,so I gave Kyle and them the company and it was for those young men and not for my endeavors.

Upon the suit being brought against me jan. 11th 012 ,I was shocked and called by the media and told the fbi was going to arrest me and then a photo graph of another event of a false arrest against me was used by the media and stating I was a con man and stolen 2.5 million from investors by cold calls. And I used the money to run for president.(FALSE CLAIMS)

All done while I was traveling the world (70 countries) working my back off for the company and at the same time was running a campaign for president as and independent, impossible dream put up to by the boys impressed about my education and knowledge of the world whom put me up to run as a role model and for the prototype of the companies technologies as a client of the search and pr portal which used my good name developed by several programmers and under Dan Mangru ceo licensed. stock broker(introduced by kyle Hauser) and Fiscina cpa management and book keeping , Wharton graduate john chaplic cpa.

(I didn't sign any checks at that period from oct 06 till sept 07 .)

The complaint states company has no books and records and no accounting and internal controls.

I have even recently fully audited from 2006 until 2010 for the company and all my personal taxes

(the commission says I am responsible for aprox. 1.7 mm dollars , with company being a shell and having no books and records) (IMPOSSIBLE FALSE ALLEGATIONS)

(irs and accountants said so). Accountant(Jim Clarke cpa) said this doesn't make sense ,irs agent(Arseny Duran) said

Danny the fraud and sale of company really messed u up.

I never personally received such amounts .more like my consulting pay of total net 500,000. For 3 years hard world wide work.(paid taxes and disclosed all under consent signed for commissions request to get my tax returns).

I did not,
(willfully or ill begotten one dollar from the company or its shareholder and didn't not receive any commissions or payments for such activities ever).

I wasn't even paid directly by the company ,its subsidiary paid me that was acquired and never finished booking properly but implied to and good will exchange hands and disclosed ,but house keeping was completed yet by fiscina because of all these other distractions and his mistakes with filings ect. all left to me ,so in 07 I paid my personal taxes and did returns with the llc subsidiary that

I didn't even own ,
because late 07 and 08 when we sold the company the new owners went to jail for stock fraud . I WAS victim of a heinous crime. see case# (637 f.34 146)(2011))

Now partly be blamed on (false statements) me double jeopardy and accused of placing up to 200 mm on balance sheets , well O'Donnell audit such , but they 130 mm additional on balance sheets had 000000 to do with me.

My 70 mm was original and was real and valued by sec. bdc rules and cleared sec. scrutiny long ago.

I will defend that all day long even up to the 12 member jury if required.

I am innocent and company asset's where real and no fraud ever existed during my tenure.

I immediately went to fbi and made a statement and the proceeded and answered all the complaints and claims and submitted evidences of my innocence and tried to clear my name.

(FBI AND OTHER AGENCIES WHOM I HAVE COOPERATED WITH AS A CITIZEN FOR MANY YEARS)

After the commission had not responded to any of my answers and requests and then defaulted on the court order by Judge Ryskamp.

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They conveniently said oh they made a mistake and missed the dates order by the judge S so called erroneous order, that Cleary stated and ordered the case WILL be DISMISSED if not complied with.

After 4 months I wrote motion to dismiss.

All of a sudden a magistrate was appointed with out my consent and the magistrate gave in my opinion and un reasonable extension with a lame duck excuse with non emergency or other to even warrant such and extension after such a long time passed with no responses to the court by the commission.

I was shocked and then stated my investigation as well as filed many many motions trying to claim and defend my self and show the court and the honorable Judge rycamp I WAS INNOCENT and have proven that in my responses and motions.

By the way all theses claims were disclosed and responded too back in 2007 to the people whom where running the company with out my knowledge until the emergency call from the secretary of the company 6 months later into the inquiries by the sec. all concealed and help from me.

As founder and at that time non executive honorary chairman of the company that was restarted from 18 years of history for the young men who solicited me for such opportunity as a business Minster amongst other to be disclosed.

After my own voluntary submission of all documents and working with sec. (MIKE GUNST).

To hold accountable the very most important persons Charles fiscina who has been consented to 6 months prior to me even knowing about the case.

(same time guardian used information for custody case)

Dan mangru who has become a so called little college boy cold calling for me . that's just not fact.

Charles fiscina and john chaplic both cpa and chaplic a Wharton grad .

Both handled the books records check and balances of the company as cfo, ceo chairman and cco and coo of at that time a BDC . designated company with strict rules .

They along with Dan mangru and others raised money directly

with the use of my good name as well as the companies business plans showing a huge potential growth which was completed by the 2 cpas other directors assistance as well as my own input pertaining to my work.

Which was and independent company and then a subsidiary a company and contracted to that as a global business development arm of the BDC. 34 / 40 acts.

Then one day I get call and find out all the filing with sec. are messed up and I had to come back as interim.

After vigorous cooperation with the commission , and full disclosure with all responses made and cooperation with the sec.

THE COMMISSION NEVER ISSUED A CEASE AND DESIST AND ORDER with 30 DAY CURE IN ACCORDANCE WITH BDC RULES. Nor did they request a third party independent valuation of the company assets at that time in 07 /08.

I THOUGHT WE HAD ANSWERED ALL QUESTIONS PROPERLY AND THEN SUBMITTED ON MY OWN WILL ALL BACK up DOCUMENTS TO THIS VERY SAID CASE.

AT THAT TIME THERE WAS NOTHING CONCERNING ME A TARGET OR A THIEF WHOM STOLEN MONEY TO RUN FRO PRESIDENT.

THAT CAME 6 YEARS LATER. Of which the sates clearly state by the commission 5 years of which for 05 and 06 has pasted leaving only 07.

In accordance with BDC rules (40 act sec 2) the management came up with valuations on certain assets that were and are real and were submitted back in 07 to the commission ,as well as after receipt of said valuations with back up the commission had not responded and again never ordered a cease and desit and or cure in accordance with their own rules .

Because Mr. Rupert sec.(bdc specialists) in Washington

(who later assisted me with recovery and removal of bdc designations and role up of subsidiaries after I recover the company from fraud and theft and mismanagement by new owners an whom the chairman went to jail for 12 years sentence, as well as recived full disclosure as well as auditors of all company business plans ,valuations ect in 07.),

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as well as Larry O'Donnell the auditors where satisfied in my mind concerning the methods and the valuations that were done by cpas and Wharton school of business graduates .

As well as several licensed stock brokers who collectively with my assistance pertaining to my responsibility to disclose my success world wide with agreements ,contracts, conferencing marketing that have a part to do with valuations .

THEY were done with proper market comparisons and proper reporting.

Unfortunately after I removed my self as ceo and director in 06 because the new management Dan mangru , Charles fiscina , fred birks and others.

fiscina had taken over and fired my lawyer who did the ppm,

WITH FULL COMPLIANCE ,BLUE SKIES AND UNDER THE REG D EXEMPTIONS OF REGISTRATIONS TO MY KNOWLEDGE ,AS WELL AS DID THE FILL INVESTIGATION ON THE DISCLOSURE IN THE PPM AND SIGNED OFF ON A CHECK LIST THAT ALL WAS TRUE.

(EVIDENCE IN DISCOVERY BOX FROM SEC)

Given to sec in 07 as well as in sworn voluntary statements in June 08 at my request and voluntary with no consul while trying to recover the company to protect the investors, and my own interest.

Then we decide to turn over company to Charles fiscina et all.

Since he was hire for that purpose and stated he had full knowledge of such filings and who take over, just prior to his take over I was issued preferred shares and they were disclosed and filed with the state of Florida as well as my removal as board director and ceo.

Appointing mangru, fiscina and others to the board to run the company.

Because I went off to run for president and didn't want any conflict agreed by all parties.

At that time fiscina fired Laura Anthony sec. consul my former lawyer and she said he wasn't filing proper bdc filings.

Fiscina said your fired, and hired GREEN BURG TRAUIG ,all

disclosed with back up to the commission.

Even after the new management continued filings for bdc they stupidly filed a 10 sb document that I realized 6 months later and they covered up and repaired that filing with a bdc form 10 of which I paid my lawyers for.

fiscina messed up and filed wrongly with Greenburg as well as fiscina worked hand in hand with mangru ,chaplic with the sec comments and correspondences as well as fiscina filed all Edgar filings .

I never seen or new of even what Edgar was or ment until after I was introduced to the problems of the sec.

After submitting documents and sworn statement I thought proving the sec. that these guys made management errors' and mismanaged the process .

I did find all the books and records to be in tack.

The commission asked what we would do with fiscina for the cure to the inquires and what punishment in accordance with sec. bdc rule I would take?

I said the company would fire him and it did.

Then john chaplic was caught shredding all documents and was reported to police while I was out of the country.

We the where forced to fire him.

(in march 07 prior to these events dan mangru was dismissed from imperaili management, by fiscina for lying to fidelity bond ins. co)

Then him and chaplic

(formed 7 subsidiary companies all disclosed to sec. and the subsidiaries where real but balance sheets where done wrong by chaplic and fiscina)

(as employee in march 07 because he had falsified his teenage driver license found by the fidelity bond company who would not ins him, as well as Dan Mangru caught steeling later on) (now being used against me)

Prior to these firings I had a meeting with green burg traug esq. and taped and transcribed that meeting clarifying what the management did with fiscina whom

admitted he made serious mistakes and took his full responsibility.

(NOW I AM BEING ACCUSED OF WHILE FISCINA WALKS AND IS BEING USED AGAINST ME))

(but now 6 years later I am the responsible one and I am crook???? How? And why so long) in an election year.

With a child custody case I have been injected into as a humanitarian against court order. (more to come later)

Now I have a company with no experts and I have no clue what I am doing ,but because the company had 15 years history and 400 shareholders .

I did my best to protect the interest of the public. and the company .

I immediately cooperated with the commission and (now same evidence being used against me) BRADY material.

I was successful in hiring new people and we answered all question to the inquiry and the new people get cold feet and fought concerning the cfo living in Arizona who wa introduced to my by bill langella (church friend PRAYER WARRIOR)and Edwin Quintana (chaplin nyc) and my friend Feldman expert securities guys as cco both interim were astonished at what fiscina and chaplic and mangru did and the the company was running low of funds and the Feldman lived in Orlando and the distance and cost was too much so they quit after completing all the coorreespondeces filed with sec.

All of a sudden I get a letter from one brad hacker for cfo services and hired him right away because he was also stated he was an auditor so we hired him and the next day ui was contacted by one JOE CROSS again by Billy langella and Edwin Quintana .

(WHO STATED JOE CROSS WAS HONORABLE GOOD PERSON AS WELL AS HIS STOCK OF 250MM WHICH WAS VERIFIED BY EURO CLEAR AND REAL)

(later sited as a ponzi scheme with company called extreme tech. NOW under fbi investigation, that they wanted to merge with the new management and company of imperial)

who wanted to buy the company .

Brad Hacker signed my name on electronic edgar files that I never authorized or even knew of how to file .all disclosed under sworn statement to sec.in 08.

In fact O'Donnell when I told him said yes the sec. has a whole in its system any one can sign electronic Edgar files with no verification ,so I reported such to sec.

They put up 250 mm stocks from bank America

(In a trading account audited by mr O'Donnell.)

we had the audited by Larry O'Donnell and Larry O'Donnell signed off stating under

(GAPP) all was true and correct(same as he did audit our original 70 mm assets several times with several filings)

so I turned over controlling interest and management based on that comfort of the auditors , all during a fight broke out with dan mangru and now new owner Eric skies and a shareholder whom call me a fraud and crook and filed bogus case against me.

And said I stole his money then he want to skies in pits burg and then cooperated with Fred Birks

(HIS FINANCIAL ADVISOR AND STOCK BROKER ,NOW ALSO KNOW AS A CONTESTED SEC. LICENSED PERSON BARRED FROM SECURITIES .)

They tortuously interfered with the company forcing me to walk away completely .

The in federal case it states he dr. Krauser was going in to another 2 mm with skies and they were to do more business behind me with out any of my knowledge circumventing me and in bad faith.

(later when I ran for governor of the state 010 , dr krauser filed a false and bogus case against me for 300,000 suing I stole it all proven in federal court case of eric skies that I didn't not get one penny of his money, all used in a conspiracy as well as 3 days sworn statements under oath in depositions attacking all my titles as false) Case dismissed # 015670 15th circuit wpb

Titles in questioned and deposed and explained under oath transcripts avail.

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Papal knight
Knight of Malta
Grand prior
Un representative
Honorary doctorate 3
Friar
Nyc Chaplin

(All earned from 30 years of hard honest work and appointed and bestowed un to me under honor and oath sworn to by me of trust ,honesty and integrity with codices and cannon laws applicable as well, as judge(grand priorate).

Now all being sabotage and destroyed by the commission claims of fraud).

Hundreds of millions of dollars damages and 30 years ,the only thing I received from my family and I treasured it since being alter boy in Boston going up in the Kennedy error.

After all of them calling me a crook and thief of monies, and a sun bank mangers full attention on such accusations , I was proven innocent and apologies came from the new owners.

I was told I had a golden parachute and I was to go on vacation and the new owners took over.

Then one day in end may I get called that Eric skies was arrested by fbi for fraud with the very stocks he took over controlling interest of ,so I ran again to the rescue of the company and share holders.

Called fbi filed all documents had 3 interviews with fbi nyc, and called sec. Washington explained my self.

Took voluntary 2 days testimony about Eric skies and found out that the sec. questioned me about the prior stuff and not much about skies at all.

All answered under oath about this entire case in June 08 at 2 days testimonies under sworn statement transcripts the commission has and now finally I got cd s of which I cant open containing the transcript of 2 days of testimonies clearing my name concerning this very case.

I then worked with fbi , and the commission and now all being used against me when i provided all the information

aco operating evidence against mangru, fiscina, O'Donnell whom I felt just made errors, and then skies whom I felt was set up buy JOE CROSS , who brought the stocks to me.

After months of hard work ,I finally got back company control with over 1 million dollars cash stolen and with all the company assets destroyed .

I was threaten by fbi (agent Harkins kue gardens nyc)that if I didn't stop contacting the former board and employees ,I would be held in a tampering case, when in fact I was trying to get our ins. claims and property back as well as our money. So I cooperated with fbi and stopped trying to recover assets and money.

So we took them off balance sheets and worked with sec. to remove bdc as well as role up the shareholders from the 7 subd=sidairies and received a letter from sec. in 010 stating (no more questions at this time)

I went on thinking all was over and I finally cleaned up company and then hire lawyers (shareholders) Searcy Denny Scarola Barnhart Shipley(Jack Scarola on contingency for the ins claims still out standing).

Later I found the insurance policies and now all in jeopardy because of the sec. interference and filing of this case.

Then after 1 year of work firms expert BILL SMITH, filed bogus files with fidelity ins. Looking like I lied and the expert bill smith made statements that I trusted the firm for and signed for claims of up to 2 mm .

But at that time 780,000. cash which was said to be valid, I fought more and do ins claims 2 mm was said to be null and void and we didn't have coverage because we never noticed ins. Company.

We 1 month after firm noticed they dropped d an o claim and would only pursue fidelity claim , I found ins. Notice and got letter of effective coverage for said ins. And the firm just walked away and dropped my and the company ,so I fired them from fidelity case because they filed bogus statement .

(I retook statements under oath transcriptions avail.)

I rebuilt 2 assets and starting work on the third one ,as well as added to the pot of assets for the company and more project getting ready to emerge from this disaster after 5 years of hard work to save the shareholders all with very

little help and no major financial support only support from my self exhausting all my assets and some shareholders that helped me uncover the ins, claims and helped me roll up the subsidiaries to protect their assets as on company as well as have supported my efforts to recover our London company and get that restarted along with our interest in India, and working relations in Saudi Arabia and Japan and Hong Kong.

All crashed and burned on Jan 9th when sec. filed its case 6 years later and the irs audited me again totaling all years in question.

Showing all monies spent all book records intact as well as my the company assets and the company payments for management and soft ware developers as well as our agreements and realtions and partners disclosure in many countries around the world ,al said to be a shell company with no assets.

Assets consisted of as follows:

- 1 search engine
- I connect pr
- I films
- I telecoms

And many others not valued

All documentations provide to the commission with business plans, contracts and back up in 2007. So why did it take so long.

Either insufficient, or non existing ,or commission was satisfied because all was complied with and in proper time. 6 years later after I was threaten by a guardian ad litem with the exact claims 6 months before it was filed ,as well as the other officers and directors not in suit in fact the most important one had been consented and dismissed with no sanctions.

The commission has defaulted to comply with the injoiner dates requested additional directors to be added to suit and has not complied with their own dates.

Also the commission has inferred with the insurance company claims ,making it impossible for me to handle ins claims and the company so I had to call a conflict of interes.

The commission refused under the only o motion that was allowed by magistrate judge Hopkins to be heard concerning impleading the ins.

Companies has been refused and denied by the commission.

All while magistrate judge Vitunac over ruled judge Ryscamp s original court order which was clear, if not complied case will be dismissed ,.

Well extension granted wrongly as well as all my motions files were reviewed buy the magistrate Hopkins.

A court order hearing review hearing of all said motions ,stated that several had appeared to have merits .

In those where motions invoking and for exercising my 4th and 5th amendment rights ,based on the facts.

The commission has sworn testimony concerning this case already, as well as sworn testimonies given to Dr. Krauser pertaining to this issue an related to to case ,as well as sworn statements given to the ins. Companies .

All the reason why I invoked my rights.

Many copies of documents given to fbi, irs, sec. the ins. Company.

All PRIOR SWORN STATEMENTS leave me at a vulnerable states of which .

If I take any more sworn statements under oath I could put incriminating my self because of former statements.

As well as other investigations may be gong on that could incriminate me as well as so many documents given to so many government agencies .

The unreasonable amount of search and seizure is incredible all had to be given again to sec. when they had it in 07 and 08 . (now again)

I have had my 4 and 5 th amendment s violated by the commission.

I got to the court room for the court order hearing stating my motions appeared to have merit.

They were all taken away (see order and Manuscript) and Judge Hopkins said I was liar and he never signed such order for my merits appearing to be valid and took away my rights.

Then HE ordered that,
I must make only sworn statements with my motions going

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forward because I over burden the sec. and the court ,
(and that he wasn't going to have me exercise the
commission and over ask questions and file motion, so all my
motion were denied),
which it not fact all I tried to do was prove my innocence.

Now my freedom of speech and due process of law has been
taken away, and favor to another government agent with
signing documents and orders by j. a. with out even knowing
HE signed such with no Judicial review.

I am being brutally abused and violated and I believe there
are other motives behind said case and connections and
conspiracy with the child custody case.

Since the magistrate judge Vitunac passed to Hopkins ja whom
signed the extension and then same signature os on the order
from the magistrate stating my merits appear to have merits
and then said he never signed that.

Just proves that a the commissions has favor and get what
ever they want signed by the federal court s judicial
assistants and the magistrate judges may never even see or
approve what is signed, its just signed because its another
government agency requested such.

So I feel I have voice and no rights at all.

I also believe that I am being sabotaged by political people
whom received contributions for the support in 012 race in
exahcng to ruin my life,

(using Marco Rubio vp nomination as leverage)

That was stated by my ex wife in final hearing of my
financial part of my divorce .(case #2011dr006575xxxxxmbfd)

She stated that her new boyfriend representative bill Hager
(INSURANCE MAN)told her that Romney camp. and Hager Was
behind this and that he had given donations and support of
wining favor from Romney .

My ex said they wanted me out of the way and threaten me to
stop and to support Romney not Obama.

Stated they are going to destroy and the signed divorce and
walked away under fear in tears and said please stop this
Danny they are going to destroy you.

She stated that was told to me by represenative Hager who is

part of biz pac. And campaign manager plant and others .

She did know I believe that this was about a 4 year old boy until I showed her photos and explained at court.

Not to mention James Ashcroft at the original hearing of child custody case threatening the mother of 4 year old boy with use of his power with father , as well as the father of the child threatening to call immigrations on her when she was overstayed and harbored by him, using Ashcroft's family connections .

All while the father lawyers neighbors in conflict (see complaint)
bar assc. # s 2012-51,818 (17-G) 819 (17a) and appeal custody case number above mentioned.

Lord Ashcroft donations big money to gop and the mother who used to be good friends with Ashcroft's and have spent many times together on their boat lady m.

All of a sudden turned against the mother same as the neighbor friend lawyers .

At the behest of the father company job and responsible for his visa and actions of harboring in the usa, REGUS OFFICE CORPORATION PLC.

Also the former attorney general Ashcroft a fine Christian man being used in this plot against a 4 year old boy and his mother rights being violated would make him sick, when he finds out he is being touted and name being used.

And now the Honorable senior magistrate Palermo being used at the same time timothy mc coles has had cases with the Ashcroft firm as co consul and has said he knows who is doing this and asked if I spoke polish or Slovak and if I was under drugs or psycho evaluation.

Now my new wife / the mother of the boy now my step son, is Lithuanian and has that tongue and I said oh is that what this is about,.

Then filed that statement with the court in my motions , all dismissed as non merit. Except ins. Claims

Last conversation with mc cole esq , he stated he sworn un to me under oath he had nothing to do with such, well we will let the OIG make that determination.

IN ADDITION TO THE FACT THAT WHEN ASKED WHO CALLED MY POTENTIAL CLIENTS IN SAUDI ARABIA AND BAD MOUTH ME , JENNIFER BRANDT SAID WE WOULD NEVER DO SUCH, NOR WOULD MR MC COLE, AND IF SHE WAS ME AND SHE THOUGHT THAT HAPPEN SHE WOULD REPORT IT TO THE JUSTICE DEPARTMENT. WELL I TRACED THE PHONE NUMBER TO MC COLE WHEN HE ADAMANTLY SAID HE NEVER CALLED AND LIED .

I believe this is all connected and will pray for justice to prevail

I am broke , being foreclosed ,lost all my business all my credentials and my good name ruined all over the internet .

I have suffered enough.
After 6 years of audits , papers , reviews , fbi cooperation's ins. Claims .

How come after all this I still had no cease and desist or any correspondence since sept. 2010, with all clear from the commission.

Now I am an accused criminal stealing money to run for president with a shell and false assets being falsely accused with other third parties like guardian ad litem and ex wife making statements directly related tho this case .

HOW and WHY ?

In fact they may be counter suit and all included as all related under one federal case in the near future to protect my interest and disclose all evidences and facts in the front of a jury

Conspiracy and obstruction of justice amongst other such as my due process of law and constitutional rights violated.

SETTLEMENT OFFERS TO DATE

First call the commission offered to settle for 70,000.00 and I said no I am innocent , but I also don't have 70,000 and if I did I would use it for legal consul for my ins. Claims.

Second settle sent now asking for consent to something I didn't do as well as stating financial numbers and amounts that don't line up with my income ,as well as statements of false nature pertaining to the entire claim it self. I am being extorted under duress to sign consent because I am fighting for food on my table and my life .

The commission agreed to review my request for reduced amounts of money in settlements because current amounts of disgorgement doesn't reflect my audited IRS tax returns

I am innocent man your honor.

I lost every thing .

This case should be dismissed with prejudice at once based on the factual evidences I have proved to date to the court along with this statement and other evidences that will follow in discovery if required.

Settlement scenarios

1. Change settlement amounts to amounts I personally earned in accordance with my audited tax returns
 - a. take out any fraud pertaining to assets and balance sheets
 - b. time limit for settlement agreement 2 years
2. take out all financial parts because I did not do any will full act or receive any ill gotten gains.
 - a. similar to Charles Fiscina consent.
3. Dismiss case with prejudice voluntarily.
 - A. I will release the commission only (NOT THEIR STAFF)
4. Trial by jury 12 persons will determine all of the facts and evidences that will prove me innocent .
 - a. counter claim against the commission.

Remove consul Timothy Mccole ESQ. .this is potential conspiracy

Remove doubt and take sworn statement under oath.

Change jurisdictions of office of the commission handling case to Miami .

For financial burden and closeness to said case for discovery meetings ,the commission stated and requested hearing with the senior magistrate judge Palermo ,so no one would pay mediator and save money.

- a. best would be move case to Miami office of sec. for all

parties concerned.

b. maintain court jurisdiction in west palm beach were the so call crimes took place.

Documents and evidence presented to the court in briefs that were denied by magistrate judge Hopkins verifying this case merits

a. Brady material laws violated

b. exemptions for sales of stock under rule 504

c. legal and compliance lawyers bills relating to case

d. board members, filings with state of Florida

1. filing of preferred share issued for assignment of assets from original management co. christ inv.

e. statutes of limitations 5 years

f. phone calls traced to mc cole

g. bdc rules violated by sec. (cease and desist required

h. non public information used

j. subsidiaries existed, assets valuation documents in accordance with bdc rules.

1. Sec . never requested 3 rd party valuation after company management valuations presented and book (wrongly)

k. irs audits

l. Eric skies take over documents federal criminal case

m. bus. Plans signed off by cpa s.

n. green burg trauig consul to the company during fiscina tenure under his appointment

o. shareholder s in question(60) are not , were not Daniel imperato s contacts nor did he know of them until after they were introduced and had knowledge of the company and on a minimal basis if any , most never even talked with ever.

p. advisory agreement and role of my self as global business development person ,no responsibility for sec. filings ect.

All need to set for hearing by the Judge Ryscamp , all have been ignored by the commission and not acknowledge or responded to properly, as well as my rights being violated in so many ways both due process and constitutional rights taken as well as conspiracy and the commission agent mc cole esq. using his shield of big government to tie my hands ,extort, entrap and obstruct justice.

Parties position

I may request this case be moved to the jurisdiction of justice department ,as well as the oig investigations of criminal activities by employees of the commission. If not settled at the mediation of oct. 11th 2012. With full intentions of counter suit for 200mm up to 2 bb. Merited by the claims made against me by the sec. in their own complaint.

Prayer for relief

Wherefore, the defendant Daniel Imperato respectfully asked this court and the Honorable Judge Palermo to evaluate this statement and to assist with trying to mediate a settlement of voluntary dismissal against me so we can stop wasting tax payer money . I am blind in left eye , handicapped and a friar with so many honors of integrity . I am now insolvent because this ruined my good name and have nothing else theft but to trail by jury .

Daniel Imperato
Oct. 5th 2012

Cc. Khuzami sec. Chief of enforcement
Eric holder attorney general usa
Ms. Shapiro sec. chief
5 Commissioners of sec.
Department of justice
John T Rymer OIG

In the united states district court
for the southern district of Florida
Securities and exchange commission,

Plaintiff civil action no.: 9:12-cv-80021

klr

vs.

JUDGE KENNETH L. RYSKAMP

Daniel Imperato, personally
Defendant

nov 5 th 2013

Motion for leave of the court to file novel sworn statements affidavit of kolbenschlag and others as well as other genuine material factual novel evidence disputing (de 163) ,that was adopted by Senor Judge Ryskamp and repugnant to the united states constitution and should be void.

SEE HAMMOND V LENFEST 389 F 2D705 (2D CIR. 1968)

Defendants response to denial of (de 190) .

DEFENDANT Objecting to phone attendance (de 189).

The court has never provide any order reopening the case or notice of cancellation of jury trail to the defendant.

1. Novel Please find john Kolbenschlag search engine developers affidavit making the claims of the plaintiff that the search engine and pr portal did not exist and company was a shell **impossible**. exhibits (jk) attached

2. Please find luis veltze affidavit supporting the same from Bolivia who ran the Bolivian partner ship (de 111) stricken by the court . Exhibits (lv) attached

3. Please find a sample of one of the 30 persons whom signed documents that IMPERATO did not contact them to sell securities as a cold caller of fax blaster , this is material factual genuine evidence that the plaintiffs exhibits (a) is false and proves IMPERATO din not call investors (de 111,112)or sell securities to these person s on exhibit plaintiffs (A)proof(de 184) exhibit(sr 1 of 30)

4. Defendant was denied trail by jury and could have proven the facts at the trail by jury.

SEE HURTADO V CALIFORNIA

5. Chris Griguire and David Adan were available for trail under subpoena as well as several others witnesses for the defendant.

6. The companies cable projects was and is till a real project and valued by bank America(DE 184) as well as

several other assets that the commission has destroyed by entering the summary judgment with out jury trail (de 163) is repugnant to the united states constitution and should be vacated and void.

a. summary judgment will negate the companies insurance claims and the shareholders and company will not be able to defend claims based on the factual evidence of summary judgment stating that IMPERATO defrauded investors. Which is a complete fraud in it self and MISREPRESENTATION , AND BAD FAITH, EXTORTION .(jury trial would have proven such).

b. the loss of all of IMPERATO name and credentials (de 159)and titles based on the summary judgment is insurmountable and the defendant reserves the rights under appeal to claims damages for the false claims and improper summary judgment ordered that should not have been signed per the clerk of court and repugnant to the constitution. (trial by jury would have exonerated IMPERATO)

c. The plaintiff is now liable for the insurance claims and amounts of said policies and defendant reserves the rights under appeal for awards of damages in favor of the defendant, amongst other damages.(de 171)

d. the defendant reserves rights for damages concerning the interference with child custody case (de 161) ,based on summary judgment .

7. novel Tax returns draft of 2009 showing the company was still operational even after the Eric skies (de 179) take over in 2007 and the return to IMPERATO in 2009. Imperato still tried to saves the company . The company was not a shell and never was since 1994 .

b. tax returns are being prepared for 2011 and 2012 and defendant reserves the rights to submit them at appeal.

8. Affidavit from defendant IMPERATO denying all claims as false and fraud against him, the plaintiff has provide no evidence other then sworn statements by bias parties that Cleary don't substantiate their claims against IMPERATO.

Affidavit

My name is Daniel IMPERATO ,I prepare this document [REDACTED]

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in

this document are true ,correct and complete.

I daniel imperato did not sell securities in violation of the laws as well as the assetts of seventy million dollars were and are real as a heart attack.(de)

The company was stolen from by the eric skies / kiasar himmell take over (de 179)and returned in 2009 to Imperato with no operations and fbi confiscation of all servers ect.

Imperato was ordered by the fbi(agent Harkins) to stay out until conviction late in 2009 because he would be held for tampering with witnesses when trying to recover the companies assets and cash money.

Imperato did not cold call or receive commissions from sales of securities and the Plaintiff has not proveen beyond a reasonable doubt that imperato willfully with deciet and intnet to defraud has aver been prooven in a court of law with a trail by jury.(DE 179) STRICKEN

Imperato is insolvent and has been just a bankruopted by this false case brought against him and has oooo dollars to pay as in the consent agreemnt signed in (de 101) and the closing of the case (de 104) . Not based scriveners error (de 177); case was settleted with imperato (de 111), which has been vacated along with the judges orders closing the case.

Document prepared by  nov / 5 /2013
DANIEL IMPERATO PRO SE



Case points of error by the court

Mc cole settlement with fiscina sept 20 th 011

Jury trial innocent until proven guilty

Speedy trial of peers

34 ,40 acts forfeited claims no cease and desist or cure hearing admin proceedings

Failure to implement their own rules failure to prosecute

2010 letter from commission no more questions

O'Donnell discovery with held default on schedule order

Fiscina settled case 6 months prior settlement agreement filed

Mc cole offers first day settle with IMPERATO for 70,000.00

Statute of limitations bars claims

Mccole said never received response by mail (efc)

Mc cole calls Arabs phone number traced(Jenifer Brandt)

Magistrate appointed (no consent form filed)

Mc coles state he knows who is behind this (slavic language)

Mc cole discovery default with 20 days schedule order (case dismissed order)

Hopkins re appointed by Vitunic magistrate (no consent)

Mc cole says ordered of court dismissal erroneous gets extensions Hopkins

signs order

Mc cole with held evidence of O'Donnell

Hopkins orders hearing defendant motions merited

Hopkins make liar out of defendant says he never signed order (transcript)

Hopkins says schedule order not his Ryskamp s(transcript)

Hopkins says no non no I didn't signed order of merit (transcript)

Hopkins denies motions (4th 5 th amend)

The clerk said the magistrate should not have hearings because there is no consent signed by both parties or even a delivery of a consent from the court that requires signature by both parties

Hopkins denied Imperato summary judge motions for default on schedule order based on the sec. deserves discovery

Voluntary statements in 2008 June wells reports exercising 5th amend and 4th amend denied

Sworn statements given concerning this case and the books and records under oath no cease and desist order following .

Hopkins orders insurance impleader merited sec. declines offer

Hopkins orders meet and confer sec. make it impossible because of Dallas ,IMPERATO offers to fly their they refuse ,IMPERATO requests case moved to Miami office for discovery and convenience he is ignored.

No hearings ,no discovery , no evidentiary hearing, no meet and confer defaulted by sec.

Ryskamp orders mediation all stops

Mediation set with Palermo

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Palermo states ryskamp wants it settled IMPERATO has no chance for trial by jury or constitutional issues and settle it while you can because the sec. will get summary judgment and it's the government and they wont quite and a senator is a liar. So settle this imperato and go back to work

Imperato settles under duress with witness and verbal promised that the commission will approve in front of the court mr hoenig as well as a condition set by IMPERATO that he signs settlement even though he is innocent.

McCole s initials consent and settles notarized(contracted effectuated)

Imperato turns over tax returns for settlement purposes(06 -010)

Mc cole states he never received my Reponses and evidence nor has he ever reviewed my case of talked with the other Fiscina or other Dan mangru .

Mc cole says he was instructed to prosecute that s all.

Mc cole thinks were a trading company and I said no we were not .he says oh!

Palermo enters settlement conference report

Hopkins recommends reports case settled 14 days objections, denies all motions a moot

Ryskamp closes case no objections

Mc cole never files settlement unbeknown to Imperato 16.2 (f) settlement agreement ordered and adjudged be filed with no delays.

Mc cole files summary judgment after 60 days after closing ,no response from the court dockets case closed and all schedules were terminated at closing of case

Imperato files Reponses more evidence asks for emergency hearings and all moot and denied.

No hearings no evidentiary hearing no notice from the court

Aug 28th after one week tina justice sends email case activity as opened

The clerk say Hopkins dictated opening the case , and said it was a cut and paste error closing the case

The commission said it was and ecf error and calls scriveners law

Imperato files more motions for clarification and emergeny hearings deined by Hopkins / ryskamp

Imperato s told by clerk ryskamp gine for summer back nov. 1st 013

Hopkins adopts summary judgment of may 6th when case was closed and incorporates it in recommendation order.

The clerk tell IMPERATO the judge should have never signed the sumarry judgment and I must appeal it

Imperato files more genuine material factual evidence disputed the claims and the case being reopened

Imperato motions ,hearings denied ,mooted and vacated
Summary judgment ordered of recommendations (partial final order)

Summary judgment takes away IMPERATO rights to contest charges and claims only the amounts(foot notes)

Ryskamp say the case was settled and dismissed but in error because IMPERATO never delivered the financial information

Case was closed not dismiss

Ryskamp says well it happens some times and we just vacate that order

There was no vacated order and no notice from the court or order or motion

reopening the case nor was any hearings and no explanation

Ryskamp s signed order with no evidentiary hearings

Magistrate was never consented to and knowingly denied Imperato his motions of evidences in the summary judgment order that were and are of genuine material factual evidence attacking the very essential elements of the entire case and he is ignored.

Mc coles says again he got no mail when the sec. paid for it and all filed in the court concerning settlement

Mc cole denies such fact and motions for final judgment

Imperato motions courts and finally gets a hearing with Ryskamp

Imperato prepares brief

Ryskcamp hearing (transcript)

Ryskamp states he never reviewed the file but had a court hearing even though case is over and denied IMPERATO trail by jury and evidentiary hearings.

IMPERATO got 15 minutes to defended himself and was order to pay 3.3 mm dollars and he is insolvent ,handicapped and with out evidentiary hearings or trail by jury

Mc cole says no information received for settlement agreement and there was and is no agreement (transcript)

Judge states there was a agreement but IMPERATO never sent supporting documents

Misrepresentation and proves the judge never read the file nor did mc cole all was filed in the court

Mc coles letters returning taxes and tina justice s pre paid ups of which all requirements were sent in compliance with settlement IMPERATO was denied and settlement vacated

Judge says magistrate already rules (unconsented)

Mc cole says not 60 people now only 26 but doesn't give the names of the 26 and doesn't change the amounts reflecting the change in persona 60 person 2. 2 mm and now 26 person for the same misrepresentation Jeude says amounts are academics

Mc cole ignores and wants money damages its law

Mc coles says he knows its going to be hard to collect but any way the sec. wants it that's its their problem to collect not court issue

IMPERATO denied evidentiary hearings, trail by jury ,discovery ,speaking motions

The judge Ryskamp signs order ruining IMPERATO s life and requesting exuberant amounts of money requested in passion and prejudice by mc cole.

The judges both Hopkins and Ryskamp in concert with mc cole have violated all rules and procedures of the court with no evidentiary hearings and denial of jury trail as well did not uphold the integrity of the courts rules and procedures as well as the united states constitution and its amendments along with the violations of civil rights setting a bad precedence for the entire justice system and piercing the federal system in the very heart of justice by denying a handicapped ,financially insolvent man of integrity forcing him in involuntary servitude with unreasonable search and seizure denying the fifth amendment rights and using Brady material against the defendant in concert with violating judiciary acts of congress and the court procedures as a denying due process of law.

Handwritten notes: "Truocrop" and "Tulm" with a checkmark.

In the united states district court
for the southern district of Florida
Securities and exchange commission,

Plaintiff civil action no.: 9:12-cv-80021
klr

vs.

JUDGE KENNETH L. RYSKAMP
dec 2nd 2013

Daniel Imperato, personally
defendant

sent reg mail . (7072 3460 0000 7629 5322)

Motion supplemented filing evidence by defendant exercising rule 59 altering/amending judgments, awaiting response date for hearing with the court. 1st not. Served reg. mail(see return receipt attached.

2nd Notice to the court by defendant exercising his motion right under rule 59 (B) (2) (b) (e), 56, 72, 73, 61, 16.2 (f), 12(b) (1) & (28 usc & 1331) . with request for automatic stay of execution of ill begotten summary and final judgments. Plaintiff has defaulted again with no response to motion filed by reg. mail on nov. 18th 2013. Should vacated and strike the very judgments and void them.

Comes now the defendant with addition evidence and discovery which was with held by the plaintiff who used defendants financial situation and Brady material (see exhibit consent credit knowing defendant was insolvent with their request to settle end January 2011 first days of case.) which Cleary proof beyond a reasonable doubt that the premeditated intent to defraud defendant with false claims as well as the disrespect for the Senior judges orders(de 10) and false filings by plaintiff of an erroneous excuse(de 26) false swearing and default , case dismissed by court order) for time extension concerning the original court order usurped by the (de 19) non consented(de 27) magistrate judge Anne Vitunic and then further usurped by the appointed non consented magistrate Hopkins (de 29) evidenced in the transcription (de 118, ap-Q vol ii) of the only hearing with the magistrate judge ((de 92) denying motions , denying defendant speaking motions and misrepresenting the court with statements that the court addressed the motions is false(de 92) see (de 118 and de 147 pages 3 18 - 22 p. 5 line 2-4 lines , p. 6 24 25 local rules s.d. fla lr 16.1 (m) , p 8 line 22-25, p 9 line 1- 25) Ryskamps order of dismissal not mine (see rules is right rules de 10 sd fla. lr 16.1 violated and defaulted by exhibits discovered nov. 21 st 2013 see exhibit is attached.)
These exhibits Cleary prove that the plaintiff usurped the

court ,with held evidence required to effectuate the scheduling order in 20 days which was default By order of the court and the rules case is dismiss ,default and the imposition of others sanctions including attorney fees costs and expenses) defendant filed for summary judgment s based on the court order (de 26), plaintiff filed motion for extension long after case dismissal order by Senior judge ryskamp which was ignored and overruled by 2 magistrate (de 28) (de 27) (de 29)that had no authority to sign such order because there is no consent form signed by both Parties docketed in the court records and defendant never received the required consent form to consent (rule 73 (b) violating magistrate rules . Case was dismissed at that point .

This new evidence provide that;

The magistrate s collusion with the government and violation of rules and procedures in concert with agent mc cole esq. which stated in the hearing that magistrate never signed his own order is genuine material factual evidence of usurping ,overruling senior judges orders with out consent and disregarding the senor judge s order stated in the transcript as well as prove the court magistrate Hopkins a signed any order coming over typed by the plaintiff . The clerk stated that the hearing and orders signed by magistrates should not be valid based on no consent form in the dockets (de 64) .

See 28 usc &636 rule 73 (b)

This is addition evidence that should support the initial dismissal order and allow the court to reverse the summary judgments in the favor of the defendant based on this new with held evidence and merited by the very court order of the Senior judge ryskamp (de 10) over ruled by non consented magistrate making the magistrate orders invalid . As well as voiding the summary and final judgments of the plaintiff .

In addition in the only hearing the non consented magistrate vacated evidence and defendants constitutional rights (de 66) and (de 770 which are repugnant to the united states constitution and the presence set by this court is and was todat that JUDGE RYSKAMPS orders have no meaning and carry no weight with the ~~commission~~ no his own magistrates which sets a bad precedence for the court as well as proves that Judge ryskamps not paying attention to his court and allowing usurping and violations of the 1st amendments and civil rights as well as trail by jury (de 20) and orders

with out evidentiary hearings in violation of (72,73)
and ignoring genuine material factual disputed evidences
submitted by the defendant.

Prayer for relief

Please your honor reverse the final judgments based on the
merits presented to this court and uphold the integrity of
the court and most import your own self integrity which has
been completely usurped and overruled and is discussing as
well as you have been hood winked (usurped)and blinded by
mis representations and under false pretences.

Defendant await your ruling in writing with redemption your
Honor.

Document prepared by _____ nov / 16th /2013
Dr. Fr. Daniel Imperato, km, ssp, gm & ob pro se

Affidavit

My name is Daniel Imperato ,I prepared this document [

**_____ I as best I could recollect and that I declare
that to the best of my knowledge and belief, that the
statements made in this document are true ,correct and
complete.**

**As well as all my previous pleading ,filings statements and
exhibits that are filed with this court.**

**Defendant is handicapped, confused and distraught and has
been seriously affected and damaged by the reopening of this
case.**

**The defendant is insolvent and any final judgment would
destroy his ability to earn as well as his ability to get
work to pay for any judgment or disgorgement which is
inequitable and unwarranted based on the merits of
violations of court procedures and due process of law.**

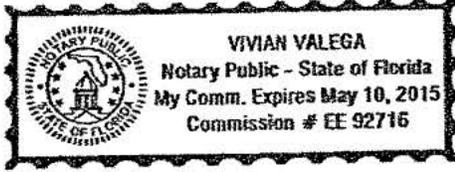
State of Florida Palm beach county

Sworn to and subscribed before me the undersigned notary
public ,this day of . 2013 My commission expires
___ personally known ___ produces identification type

72

produced Florida Deeds Office

Vivian Valega
Notary Public



AB

United States of America

before the
Securities Exchange Commission
100 f St. Ne Washington D.C. 20549 -1019

Release no. 70959/ Nov. 27th ,2013
Administrative proceeding
File no. 3 - 15628.

Dec 11th 013
Sent us .mail

In the matter of Daniel Imperato
Respondent.

Dear Elizabeth M. Murphy Secretary

I am in receipt of your mail letter but have not yet been served because the service is coming back from post office.

I am financially broke with out health ins. Food and heading for foreclosure, the costs involved with the continued request of documents since 2007 is insane and all document have been filed with the commission and the courts.(case 13-14809-ff lower court 912 -cv-80021-klr)

The genuine material factual evidence proves the following:

1. Daniel IMPERATO did not act as a broker of securities and did not receive any commissions for such.
2. The person whom raised money were directors and officers and raised the funds with a private placement exempt from registration prepared by laura anthong eq. sec consul .
3. IMPERATO removed him self in late 2006 and turned over all to fiscina and chalpic and mangru whom are the responsible parties concerning the q s and k filed .
4. These person created what appeared to false statements because of their ignorance and mis management concerning the very complicated sec. bdc rules not from fraud.
5. The assets were real and valued properly in accord with bdc rules and no cease and desist or request for 3rd party valuation was demanded by the sec. nor was there ever any administrative hearings.

AB
Exhibits Pages 1-87

6. Fiscina and Chalpic supposing responded adequately to the commission and they were the ones reasonable not IMPERATO
7. Imperato stepped in in aug 07 in emergency after just being noticed of the sec. issue and immediately contacted the sec. and sent all documents as well as responded as best he could to all questions .
8. Imperato turned over control to Eric Skies arrests in may 08 and convicted nov 09 of which they stolen all assets and money and IMPERATO was a victim of the crime stated in Skies case.
9. Imperato when to the fbi and the commission they never came to IMPERATO .IMPERATO wanted to clear his name and recover his company .the wells statements are Imperato testimonies and the commission continues to demand more against my 4th amendment rights.
10. The suit against Imperato jan 9th 2012 was false and is false
11. Fiscina the person most responsible settled the case in sept 2011 unbeknownst to IMPERATO
12. The so called 26 investors IMPERATO sold securities to were not sold securities to by IMPERATO and the commission has failed to provide the names of the persons and the amounts entering into a false academic disgorgement amount.
13. Imperato was denied evidentiary hearings which is procedural fraud. And repugnates the summary judgments which were entered when in fact there was so much genuine material facts evidence presented being such claims
14. Imperato was denied trial by jury which is against the us constitution and repugnates the very judgments
15. The case was closed by order of the court and settled and the commission vacating settlement and reopend a case fraudulently and not only breeched their contract but denied it existed and voided it .
16. This whole case was filed against IMPERATO vindictively with passion and prejudice and against all procedural rules of the commission as well as violation s of the court and violations of IMPERATO s rights.

Please vacate the illbegotten judgments of nov 7 and sept 24th and release me from then involuntary servitude that the Dallas enforcement has put me and my family in. Setting precedence for the commission and the court.

Please find additional proof of such with in this package

- a. List of assets sent to the commission in 07 and sub docs signed by others not IMPERATO evidencing there was a ppm and it was exempt as well as

the valuation documents submitted were justifying so concerning the assets as well as the affidavits and the way back system and your own investigation in 2000 by mr banyans.

I will comply with the requirements as best I can and cooperate with the oig and fbi , local state government concerning such heinous acts and crimes against me and political favor used and against the foundation of our federal system and the commission .

Document prepared by  dec. / 11 th /2013

Dr. Fr. Daniel Imperato , km,ssp,gm &ob pro se





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Securities and Exchange Commission
Washington, D.C. 20549
Cc: Kevin Rupert
July 12, 2007
Amended August 10, 2007

Dear Sheila Stout,

Referencing your conference calls with Imperiali, Inc, on February 15, 2007, March 13, 2007 and April 4, 2007, the following letter details your comments and our responses.

On June 8, 2007 Imperiali, Inc. filed Form 8-K, Non-Reliance on Previously Issued Financial Statements or a Related Audit Report or Completed interim Review in response to Item 4.02.

Affiliated transaction under Section 57 – On July 1, 2006 Imperiali Organization, LLC turned over two investment projects from Imperiali Organization, LLC developed on behalf of the Company – i1Search valued at \$2 million and i1Connect valued at \$1.5 million. The Company also agreed to issue 5 million preferred shares of Imperiali, Inc to Daniel J. Imperato. This transaction occurred pursuant to a written agreement between Imperiali Organization and Imperiali, Inc. This written agreement was approved by the independent members of our Board of Directors. Both the transaction and written agreement took place before Imperiali, Inc. was subject to the 1940 Act and the BDC rules.

On May 31, 2007 Imperiali Organization LLC turned over all of Imperiali Organization projects developed on behalf of the company in return for agreeing to issue 10 million shares of Imperiali, Inc. common stock which were owed to him based upon the preferred share conversion amendment filed with the State of Florida. The three to one conversion rate was disclosed in Form 10. The price per share was the same as was available to accredited investors. This purchase was pursuant to the prior written agreement that was approved by the independent Board of Directors. The valuation was based in part by an independent valuation performed by the Bank of America.

This transaction was approved by the directors of the business development company on the basis that –

1. The terms thereof, including the consideration to be paid or received, are reasonable and fair to the shareholders or partners of the business development company and do not involve overreaching of such company or its shareholders or partners on the part of any person concerned
2. The proposed transaction is consistent with the interests of the shareholders or partners of the business development company and is consistent with the policy of such company as recited in filings made by such company with the Commission under the Securities Act of



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1933, its registration statement and reports filed under the Securities Exchange Act of 1934, and its reports to shareholders or partners and

3. The directors or general partners record in their minutes and preserve in their records, for such periods as if such records were required to be maintained pursuant to section 31(a), a description of such transaction, their findings, the information or materials upon which their findings were based, and the basis therefor.

Lease Arrangements – Imperiali, Inc. leases office space at 777 S. Flagler Dr. West Palm Beach, Fl. Imperiali, Inc. pays the cost of this lease every month.

Global Advisory Assistance – Our Global Advisors do not receive compensation from Imperiali, Inc. If Imperiali, Inc. consummates a business deal with the assistance of a Global Advisor, the Global Advisor would typically receive compensation from the local business involved in the transaction.

Disclosure Need to be Increased in Accordance with Regulation S-X Article 6 – The disclosure section was greatly increased in the Management Discussion and Analysis and the Financial Highlights section.

Section 15 Investment Advisory and Underwriting Contracts – Imperiali, Inc. does not have any person serving as a registered investment advisory. Imperiali, Inc also does not have a person serving as a principal underwriter for the company.

Section 10A of the 1934 Act – In filing form 8-K, Imperiali, Inc. acknowledged that past financial statements contained misstatements. However, after further investigation Imperiali, inc. determined that no illegal acts occurred and has issued the appropriate report to the Board or Directors. We have reviewed our financial control reporting procedures with our outside auditor and have taken the appropriate corrective action to ensure that the risks of material misstatements are minimized.

We are sorry for any inconvenience and misunderstanding that our prior response caused. A formal 8-K filing will be coming shortly. Backup documentation has been sent separately.

Sincerely yours,

/s/ Charles A. Fiscina

Charles A. Fiscina, CFO
Imperiali, Inc.

*Mr. Imperato
Draft*



*Copies
will be
filed by Comp*

IMPERIALI

Securities and Exchange Commission
Washington, DC 20549

August 17, 2007

1. Internal controls were in place as of August 31, 2006. A standard questionnaire for disclosure of document was given to our attorney –Laura Anthony of the firm Legal & Compliance, LLC.
2. Key documents were not provided to our outside auditor Larry O'Donnell or to our Chief Financial Officer Charles A. Fiscina. The key documents and Board resolutions were drafted prior to the employment of Mr. Fiscina.
3. In the document Mr. Imperato was granted 5 million preferred shares pursuant to a resolution by the Board of Directors. This agreement specifies that Mr. Imperato is to be granted the 5 million preferred shares in return for previous management services rendered. The conversion ratio was 3 common shares for each preferred share. Mr. Imperato had the unequivocal option to convert his preferred shares to common shares at any time.
4. The effective date of the document for the preferred shares was June 26, 2006. This document was filed with the State of Florida on August 4, 2006 and is available on sunbiz.org. These documents were in existence before Imperiali, Inc. filed to become a Business Development Company under the 1940 Investment Act.
5. These documents were in effect as of August 31, 2006 but were unknown to both the outside auditor Larry O'Donnell and the Chief Financial Officer, resulting in material misstatements on the August 31, 2006 financial statements.
6. Subsequent amended statements attempted to correct the material misstatements that were contained in the audited financial statements of August 31, 2006.

Response to item

2. a. The Form 10-SB12B filed on October 19, 2006 and Form 10-12G filed on January 18, 2007 contain a balance sheet showing total assets of \$609,541 as of August 31, 2006. The assets of \$609,541 consisted solely of cash and other liquid assets. The balance sheet omitted any reference to preferred shares and the value of the projects developed by Imperial Organization because key documents were not provided by our attorney to our outside auditor and internal accounting department.

2. b The Form 10-QSB filed on January 25, 2007 contains a balance sheet as of November 31, 2006 showing total asset of \$431, 663. These assets consist solely of cash and other liquid



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assets. The balance sheet omitted any reference to preferred shares and the value of the projects developed by Imperial Organization because key documents were not provided by our attorney to our outside auditor and internal accounting department.

2. c The financial statement in the Form 10-Q/A filed on March 2, 2007 presenting total assets as of August 31, 2006 \$4,109,541 and as if November 30, 2006 showing total assets of \$3,931,664. The financial statements as of August 31, 2006 are comprised of cash and other liquid assets of \$609,541 plus projects developed on behalf of Imperiali, Inc valued at \$3,500,000. The two projects developed by Imperiali Organization are i1Connect and i1Search. They are equity investments wholly owned by Imperiali, Inc. At the time these assets were shown on the balance sheet they were not companies and did not have an established common share structure. It is intended that these projects become companies with an established common stock share structure. As of November 30, 2006 the assets of \$3,931,664 consisting of \$431,664 of cash and liquid assets plus projects developed on behalf of Imperiali, Inc. valued at \$3,500,000.

2.d The financial statements in the Form 10-12 G/A filed on March 2, 2007 contains a balance sheet of an unknown amount of common stock of Imperiali Org as of August 31, 2006 showing total assets of \$4,109,541. These assets consist of \$609,541 is cash and liquid assets plus two projects developed by Imperiali Organization valued at \$3,500,000. These projects are equity investments wholly owned by Imperiali, Inc. At the time these assets were shown on the balance sheet they were not companies and did not have an established common share structure. It is intended that these projects become companies with an established common stock share structure.

2. e The financial statements in the Form 10-12 G/A filed on March 21, 2007. The financial statements on the Form 10-12G/A filed on March 21, 2007 as of August 31, 2006 contain total assets of \$4,109,541. The \$4,109,541 consists of cash and liquid assets of \$609,541 and two II projects of IIConnect and IISearch valued at \$3,500,000. The two projects of IIConnect and IISearch were listed because at the time these were the only two projects Imperial Organization owned by Imperiali, Inc. Subsequent financial statements as of May 31, 2007 reflect the fact that the remaining projects developed by Imperiali Organization were acquired by Imperiali, Inc.

2.f The financial statements in the Form 10-Q/A filed on March 21, 2007 contains a balance sheet as of August 31, 2006 showing total assets of \$4,109,541 and as of November 30, 2006 showing total assets of \$3,931,664. These assets consist of cash and liquid assets plus the II Portfolio Projects valued as \$3,500,000.

2. g The financial statements in the Form 10-Q filed on April 16, 2007 contain a balance sheet as of August 31, 2006 showing assets of \$609,541 and balance sheet of February 28, 2007



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showing assets of \$3,747,108. The balance sheet as of February 28, 2007 consisted of cash and other liquid assets of \$247,108 plus the value of the portfolio projects of \$3,500,000. The prior balance sheet as of August 31, 2006 contained an error because it omitted the value of the portfolio projects of \$3,500,000.

2h. The financial statements in the Form 10-q/A filed on April 17, 2007 show assets of \$609,541 as of August 31, 2006 and assets as of November 30, 2006 show total assets of \$3,931,664. The financial statements as of November 30, 2006 consist of cash and liquid investments of \$431,664 plus the valuation of the portfolio project of \$3,500,000. The August 31, 2006 balance sheet consisted of \$609,541 cash. The balance sheet of August 31, 2006 contained an error in that it omitted the value of the portfolio investments.

2i. The Form 8-K was filed to correct the August 31, 2006 balance sheet to include the assets of the portfolio projects valued at \$3,500,000.

2j. The Form 10-Q filed on July 9, 2007 contains a balance sheet of \$70,201,093 as of May 31, 2007. This balance sheet contains portfolio projects of \$70,000,000 plus current assets consisting of cash and liquid investments of \$183,220 plus prepaid expenses of \$17,773.

As of August 31, 2006 the balance sheet of Imperiali, Inc contained only two projects from Imperial Organization – I1Connect and I1Search. These assets were valued at \$3,500,000 based largely on prior expenses that Imperiali Organization incurred in developing the projects. As of May 31, 2007 the Board of Directors looked at other comparative companies and revalued the assets of these two projects at \$40,000,000. The valuation of Internet Search projects and global media projects contain subjective elements. As companies are formed, common stock shares issued, and these companies enter the public markets, Imperiali, Inc. will adjust the fair market value to the market capitalization of the stock price.

Imperiali, Inc. also acquired the remaining projects of Imperiali Organization valued at \$30,000,000. The total value of all the projects of the Imperiali Organization -the two existing projects I1Connect and I1Search and the remaining projects were valued on the balance sheet at \$70,000,000. A detailed rationale for the valuation is contained in our 8-K filing of this date.

Summary

To summarize the inconsistencies in the financial statement occurred in one specific area – the valuation and presentation of the portfolio projects and amount of stock shown on the balance sheet.

Internal controls that were in place as of August 31, 2006 were reviewed. The questionnaire provided to our attorney was consistent with accepted accounting practice. Our attorney did not



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supply key documents to our outside auditor Larry O'Donnell or our Chief Financial Officer Charles Fiscina. Material misstatements occurred in the financial statements because of this omission. As of August 31, 2006 the company was conducting an executive search for a Chief Compliance Officer, a position which has since been filled.

The key documents detailed that 5 million share of preferred stock (convertible into common stock at the ration of 3 to 1) were to be granted to Daniel J. Imperato. The grant was for previous management services rendered by Mr. Imperato.

As of the original August 31, 2006 Mr. O'Donnell did not have access to this key information. Hence, the 5 million preferred shares and the value of the projects developed by Imperiali Organization were omitted from the balance sheet of Imperial, Inc.

Also, Imperiali, Inc will address the presentation of the portfolio projects to conform to Article 6 of Regulation S-X with our outside auditors and audit committee. The projects are wholly owned equity investments of Imperiali, Inc. but they are not companies and lack a common stock structure. It is intended that these projects become spinoffs of Imperiali, Inc. as companies with a defined common share structure.

4. As we previously stated, we reviewed all of our internal controls both internally and through external consultation with our outside counsel. Discrepancies were addressed and we are preparing for our yearend audit, which closes at the end of this month.

As part of this process, we have again undertaken a complete review of our internal accounting procedures. This review is supervised by our Chief Compliance Officer, Mr. John Chaplik, and me.

As to our 8-K statements, we relate the following explanation. As part of our annual audit in 2006, we requested all documents from our outside legal and accounting firms. Our legal firm at the time, and we are no longer represented by them, Legal and Compliance, had prepared a preferred stock filing with the State of Florida. I was unaware of this document, which has been provided to you, because I did not start my employment here until after it had been executed at the end of May 2006. The outside attorney did not file the document until the beginning of August 2006.

Since the State of Florida has a turnaround time of 14-21 days from the time a document is received, the document was not part of our corporate documents as filed by the state. Consequently, neither I nor our auditor was aware of this highly relevant document, as it places the stock transfer for prior services, and the subsequent transfer of projects, well before our BDC



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election. Therefore, it is our contention that no related party transaction occurred after our election to BDC status.

It was only after I became aware of the document, that I decided the audit needed to be revised. We filed restatements of our subsequent quarterly filings, to include the assets resulting from the stock transaction.

In conclusion, neither I nor our auditor was aware of this highly relevant document in August 2006. When we became aware of the problem, we moved to rectify and restate all of the financial statements to reflect the new information.

The 11 Companies and Imperiali Organization LLC are registered with the State of Florida, Division of Corporations. As to the valuation of these assets, a complete explanation of the rationale presented to the Board and subsequently approved was presented by our Investment Advisory Committee. This explanation has been filed as an 8-K dated August 17, 2007

7. A detailed description of our evaluation process appears both in our 10-K filing and subsequent 8-K filing as of this date.

8. As previously stated, we were unaware of the exact circumstances regarding the issuance of the preferred shares, and an analysis of the facts revealed that the stock was in fact issued May 31, 2006. To comply with the BDC rules, the stock was converted to common shares.

10. The Company does, in fact, hold a fully validated fidelity bond which was obtained on March 6, 2007. A copy of this bond has been forwarded to your offices along with supporting documents regarding the other issues under discussion.

11. We feel we have made more than adequate disclosure of all relevant facts to our shareholders. All have been informed of all company developments through an ongoing series of public press releases and shareholder conferences. All the relevant press releases have been forwarded to your offices and are freely available on the Internet. These releases are also distributed by email to our shareholders. We take an active role in releasing all aspects of company news and developments to both our current shareholders and the public at large.

12. As we said, all of our shareholders, all of whom are qualified investors have been kept abreast of company news, including telephone calls describing developments on an ongoing basis. Therefore, we do not feel a rescission is necessary or warranted because full and open disclosure has been made throughout the process.



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13. It is our contention that the Company is providing its best efforts to comply with the relevant regulations. As with any high growth company, we are short of personnel and working diligently to both fill vacant positions to assure continuing compliance with regulations. As part of our annual audit procedures, our compliance officer, controller and I are reviewing all of our internal controls and we are working with outside auditors and new legal counsel to assure full compliance.

16. We fully affirm that the Company is responsible for the adequacy and accuracy of the disclosure in its filings. Additionally, staff comments or changes to disclosure in response to staff comments in the filings reviewed by the staff do not foreclose the Commission from taking any action with respect to any filing; and the Company may not assert staff comments as a defense in any proceeding initiated by the Commission or any person under the federal securities laws of the United States.

Charles A. Fiscina, CFO
/s/Charles A. Fiscina

John Chaplik, CCO
/s/John Chaplik

August 17, 2007



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Assets

20th
Thrust
26th
27th
1st

Amount
Amount \$12 to million

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date

add
Account

3.5 million
Part. Feb

70 million
70 million
I I I I I

Check 4 m
Solucion

15 m

Handwritten notes and arrows at the bottom right.

Private Placement Memorandum

Imperiali, Inc.

777 S Flagler Drive, Suite 800W
West Palm Beach, Florida 33401
561.805-9494 (ph)

10,000,000 Shares of Common Stock at a
Price per Share of \$3.00

\$30,000,000

This Private Placement Memorandum relates to the offer and sale of 10,000,000 shares of Common Stock of Imperiali, Inc., a Florida corporation (the "Company"), an international economic, financial and business consulting firm.

SEE SECURITIES OFFERED HEREIN INVOLVE SUBSTANTIAL RISK. SEE "RISK FACTORS."

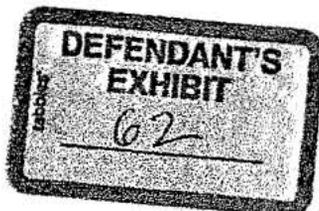
IN MAKING A DECISION TO PURCHASE SECURITIES OFFERED HEREIN, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE RISKS INVOLVED. THE SECURITIES OFFERED HEREIN HAVE NOT BEEN APPROVED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE SECURITIES OFFERED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES LAWS OF THE UNITED STATES OR OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND STATE SECURITIES LAWS. THE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER SAID ACT AND LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF AN INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

The date of this Memorandum is June 7, 2006

Offeree Name _____

Memorandum No. _____



LEGAL AND COMPLIANCE LLC

100 Clematis Street, Suite 217
West Palm Beach, FL 33401

Invoice

Invoice Da...	Invoice #:
5/1/2006	443

American Inc.
Attn: Charles A. Fiscina
100 S Flagler Dr. Ste 800W
West Palm Beach, FL USA 33401



<http://www.Legal-And-Compliance.com>

Terms
Net 10 days

Item	Description	Hours/Qty	Rate	Amount
	RETAINER BALANCE \$5,219.65			
	COST RETAINER BALANCE \$5,000.00			
	PLEASE SEE ATTACHED TIME RECORD			
Legal Services	For Services Rendered	1	250.00	250.00
Legal Services	For Services Rendered	3	90.00	270.00
Costs	Costs - filings with individual states	1	5,460.00	5,460.00
Costs	USPS Costs for U-2 Forms mailing	1	58.14	58.14
Legal Services	For Services Rendered	2	90.00	180.00
Legal Services	For Services Rendered	2	250.00	500.00
Legal Services	For Services Rendered	2.24	250.00	560.00
Legal Services	For Services Rendered	1.75	250.00	437.50
Costs	Federal Express	1	28.24	28.24

Due to repeated problems with standard mail service, we now require that invoices in excess of \$1,000.00 be paid by one of the following methods:

- 1. Check Via Overnight Delivery (Federal Express, DHL, etc.)
- 2. Wire Transfer
- 3. Credit Card (Visa, MasterCard, American Express)

When selecting option 1, always save a tracking number for reference. If you select options 2 or 3, please contact our office for instructions.

Current Balance
Balance Due

DEFENDANT'S EXHIBIT
67 A

14

<u>DATE</u>	<u>WORK PERFORMED</u>	<u>TIME</u>	<u>COSTS/FEEES</u>
6/7/2006	amend PPM; put PPM in final; prepare subscription agreement;	2.10	
6/8/2006	receipt and review of proposed amendments to PPM from client;	0.25	
6/10/2006	receipt and review of communications from client and John Moran; respond	0.35	
6/12/2006	communication and correspondence with client; teleconference with client.	1.10	
6/19/2006	meeting with client	1.00	
6/21/2006	receipt and review of engagement letter with Larry O'Donnell and information and management requests	0.50	
6/24-6/28	Research Business Development Company. draft memorandum re BDC. revise PPM; draft Right of First Refusal	15.60	
6/28/2006	continue working on PPM: complete first right of refusal contract; communication and correspondence with client; preparation of issuance resolution for the issuance of stock to Dan Mangru	2.00	

Jan 3rd, 2006

Gryphon Asset Management LLC
Frederick J Birks
Plaza Real South #401
Raton, FL 33432

Landmark Realty Advisors LLC Employees 401k Profit Sharing Plan
Raymond Anilonis
2706 South Alton Way Bldg A
Durham, CO 80112

Dear Mr. Anilonis:

Based upon the fact that you have been a valued client I have decided to transfer 50,000 shares of Imperiali, Inc. as a gift from Gryphon Asset Management LLC. The shares that will be transferred to you will be held in Gryphon Asset management LLC's name. Upon Completion of filing, registration and tradability of Imperiali Inc.'s common stock, 50,000 shares of common stock of Imperiali, Inc. will be distributed to the brokerage account of your choice or a stock certificate will be issued to you from Gryphon Asset Management LLC.

Please note this transfer and gift of shares does not have anything to do with the Imperiali offering that you purchased stock in at \$ 1/share. This agreement is made between Landmark Realty Advisors LLC Employees 401k Profit Sharing Plan and Gryphon Asset Management LLC. I, Frederick J Birks am the sole operating manger/partner of Gryphon Asset Management LLC and am duly authorized to make said agreement.

If you have any questions regarding this agreement please contact me at 561-995-1447 or 407-415-0062.

Best Regards,



Frederick J Birks
Gryphon Asset Management LLC
Plaza Real South # 401
Raton, FL 33432
407-415-0062

Don. Mangyn

IMPERIALI INC.
SUBSCRIPTION AGREEMENT
(INCLUDING INVESTMENT REPRESENTATIONS)

Gentlemen:

The undersigned (hereinafter "Subscriber") wishes to subscribe for and purchase 8,500 shares (hereinafter "share" or "securities") of the Common Stock of Imperiali Inc. (hereinafter the "Company") for \$ 3 per share as is indicated on the signature page of this Subscription Agreement from the company.

Subscriber and the Company desire to confirm the terms and conditions of the acquisition of the Securities by Subscriber.

1. Certain Representations of Subscriber. In connection with and in consideration of the sale of the Securities, Subscriber hereby represents and warrants to the Company and its officers, directors, employees, agents and shareholders that Subscriber:

- a. Has received and is familiar with the material prepared by the Company (Disclosure Documents). *The Subscriber has reviewed the restricted legend set forth in paragraph 2 hereof and agrees to be bound thereby and to the imposition of the restricted legend on his certificate.*
- b. Has had an opportunity to review and ask questions of certain officers of the Company concerning the matters disclosed or reflected in the Disclosure Documents (if any) and the Company in general, and desires no further information in connection with Subscriber's purchase of the Securities.
- c. Realizes that a purchase of the Securities represents a speculative investment involving a high degree of risk.
- d. Can bear the economic risk of an investment in the Securities for an indefinite period of time, can afford to sustain a complete loss of such investment, has no need for liquidity in connection with such investment, and can afford to hold the Securities indefinitely.
- e. Realizes that the Securities have not been registered for sale under the Securities Act of 1933, as amended (the "Securities Act") or applicable state securities laws (the "State Laws"), and may be sold only pursuant to registration under the Securities Act and State Laws, or an opinion of counsel acceptable to the Company that such registration is not required.
- f. Is experienced and knowledgeable in financial and business matters, capable of evaluating the merits and risks of investing in the Securities, and does not need or desire the assistance of a knowledgeable representative to aid in the evaluation of such risks.

2. Investment Intent. Subscriber has been advised that the Securities have not been registered under the Securities Act or the relevant State Laws, but are being offered and will be sold pursuant to exemptions from

the Securities Act and State Laws, and that the Company's reliance upon such exemptions is predicated in part on Subscriber's representations contained herein. Subscriber represents and warrants that the Securities are being purchased for Subscriber's own account and for long-term investment and without the intention of reselling or redistributing the Securities. Subscriber acknowledges and agrees that the following legend will be placed on the Certificate for the Securities:

"The securities represented by this certificate have been acquired for investment under an exemption from the registration requirements of the Securities Act of 1933, as amended (the "1933 Act"). Such securities may not be offered, sold, or transferred in the absence of (A) an effective registration statement under the 1933 Act or (B) an exemption therefrom AND AN OPINION OF COUNSEL TO THE COMPANY TO SUCH EFFECT."

Subscriber further represents and agrees that if, contrary to Subscriber's foregoing intentions, Subscriber should later desire to dispose of or transfer any of the Securities in any manner, Subscriber shall not do so without first obtaining (i) an opinion of counsel satisfactory to the Company that such proposed disposition or transfer may be made lawfully without the registration of such Securities pursuant to the Securities Act and applicable State Laws, or (ii) registration of such Securities (it being expressly understood that the Company shall not have any obligation to register such Securities).

3. Residence. Subscriber represents and warrants that Subscriber is a bona fide resident of (or if Subscriber is other than a natural person, is a legal entity organized or incorporated under the laws of, and is domiciled in) the State of CA.

RESPONSES TO THE ITEMS IN PARAGRAPHS 4 AND 5 BELOW ARE REQUIRED IN ORDER FOR THE COMPANY TO ESTABLISH THE BASIS FOR THE EXEMPTIONS FROM THE SECURITIES ACT AND STATE LAWS BEING RELIED ON BY THE COMPANY WITH RESPECT TO THE OFFER AND SALE OF THE SECURITIES. ALL OF SUCH INFORMATION WILL BE KEPT CONFIDENTIAL, AND WILL BE REVIEWED ONLY BY THE COMPANY AND ITS COUNSEL. Subscriber agrees to furnish any additional information which the Company or its counsel deems necessary in order to verify the responses set forth below.

4. Investor Representations. Subscriber represents and warrants that the following information with respect to Subscriber is true and correct (check and complete any of the items (a) through (g) that are applicable):

12

a. Subscriber is an individual with a net worth, or a joint net worth together with his or her spouse, in excess of \$1,000,000. (In calculating net worth, you may include equity in personal property and real estate, including your principal residence, cash, short-term investments, stock and securities. Equity in personal property and real estate should be based on the fair market value of such property minus debt secured by such property.)

b. Subscriber is an individual who had an individual income in excess of \$200,000 in each of the prior two years and reasonably expects an income in excess of \$200,000 in the current year.

c. Subscriber is an individual who had, with his or her spouse, joint income in excess of \$300,000 in each of the prior two years and reasonably expects joint income in excess of \$300,000 in the current year.

d. Subscriber is a director or executive officer of the Company.

e. Subscriber, if other than an individual, is a legal entity all of whose equity owners meet one of the tests set forth in (a) through (d) above and which is marked by a "*" on the appropriate line.

f. Subscriber is a legal entity that is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act. This representation is based on the following (check one or more, as applicable):

i. Subscriber (or, in the case of a trust, the undersigned trustee) is a bank or savings and loan association as defined in Sections 3(a)(2) and 3(a)(5)(A), respectively, of the Securities Act acting either in its individual or fiduciary capacity.

ii. Subscriber is an insurance company as defined in Section 2(13) of the Securities Act.

iii. Subscriber is an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of such Investment Company Act.

iv. Subscriber is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

v. Subscriber is an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA") and either (check one or more, as applicable):

A. the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser;

B. the employee benefit plan has total assets in excess of \$5,000,000; or

C. the plan is a self-directed plan with investment decisions made solely by persons who are "accredited investors" as defined under the Securities Act.

vi. Subscriber is a private business development company as defined in Section 202 (a)(22) of the Investment Advisers Act of 1940.

vii. Subscriber has total assets in excess of \$5,000,000, was not formed for the specific purpose of acquiring the Securities and is one or more of the following (check one or more, as appropriate):

A. an organization described in Section 501(c)(3) of the Internal Revenue Code;

B. a corporation;

C. a Massachusetts or similar business trust;

D. a partnership.

 viii. Subscriber is a trust with total assets exceeding \$5,000,000, which was not formed for the specific purpose of acquiring the Securities and whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the investment in the Securities.

 g. Subscriber does not satisfy the requirements of any category (a) through (f) above and is, accordingly, not an "accredited investor."

5. Legal Entities. If Subscriber is a legal entity, the individual signing on behalf of such entity, together with such entity, jointly and severally agree and certify that:

- a. Subscriber was not organized for the specific purpose of acquiring the Securities; and
- b. This Agreement has been duly authorized by all necessary action on the part of Subscriber, has been duly executed by an authorized officer or representative of Subscriber, and is a legal, valid and binding obligation of Subscriber enforceable in accordance with its terms.

6. Relationship to Brokerage Firms. (Please answer the following questions by checking the appropriate response.)

- a. YES NO : Are you a director, officer, partner, branch manager, registered representative, employee, shareholder of, or similarly related to or employed by, a brokerage firm? (IF YES, please contact the Company to provide additional information before your subscription can be considered.)
- b. YES NO : Is your spouse, father, mother, father-in-law, mother-in-law, or any of your brothers, sisters, brothers-in-law, sisters-in-law or children, or any relative whom you support, a director, officer, partner, branch manager, registered representative, employee, shareholder of, or similarly related to or employed by, a brokerage firm? (IF YES, please contact the Company to provide additional information before your subscription can be considered.)
- c. YES NO : Does Subscriber own voting securities of any brokerage firm? IF YES, please contact the Company to provide additional information before your subscription can be considered.)
- d. YES NO : Is the undersigned a director, officer, partner or 5% owner of Subscriber and also a director, officer, partner, branch manager, registered representative, employee, shareholder of, or similarly related to or employed by, a brokerage firm? (IF YES, please contact the Company to provide additional information before your subscription can be considered.)

7. Miscellaneous.

- a. Manner In Which Title Is To Be Held: (check one)
 Individual Ownership

- Joint Tenant with Right of Survivorship
- Partnership
- Tenants in Common
- Corporation
- Other

(describe)

b. Subscriber understands the meaning and legal consequences of the agreements, representations and warranties contained herein, agrees that such agreements, representations and warranties shall survive and remain in full force and effect after the execution hereof and payment for the Securities, and further agrees to indemnify and hold harmless the Company, each current and future officer, director, employee, agent and shareholder from and against any and all loss, damage or liability due to, or arising out of, a breach of any agreement, representation or warranty of Subscriber contained herein.

c. This Agreement shall be construed and interpreted in accordance with the internal laws of Florida.

8. Subscriber's "Piggyback" Registration Rights. Subscriber and the Company agree that with respect to such shares of Company Common Stock purchased by Subscriber, pursuant to this Subscription Agreement, that Subscriber shall have the right, on one occasion only, and at no cost or expense to Subscriber, to have the Company's common stock purchased by Subscriber, included in any future Registration Statement filed by the Company pursuant to the Securities Act of 1933, as amended, (excepting for any Registration Statement filed on Form S-8) with the Company agreeing to keep such Registration Statement effective for a sufficient period of time so as to permit Subscriber to sell his Company shares in compliance with applicable federal and/or state securities laws; such Subscriber's right commonly referred to as "piggy-back" registration rights.

INDIVIDUAL SUBSCRIBERS:

Tom Gioseff
 Name (Typed or Printed):

Tom Gioseff
 Signature

 Additional Signature (if more than one individual Subscriber)

LEGAL ENTITIES: Name (Typed or Printed):

 Signature and Title

ALL SUBSCRIBERS:

[Redacted]

Street Address

[Redacted]

City, State and Zip

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Email

Subscriber hereby subscribes for 3,500 Shares
At \$ 3 (USD) per Share for a
total Purchase Price: \$ 25,500 (USD)

Dated: Sept. 21, 2007

Wiring Instructions

Imperiali Inc.
529 Flagler Dr. #29F
West Palm Beach, FL 33407

[Redacted]

Bank of Record
Bank of America
625 N. Flagler Dr.
West Palm Beach, FL 33401

CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, Charles Fiscina, am the CFO of Impediali Inc (the "Entity")

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this 20th day of September, 2006.

Charles A. Fiscina
(Signature)

COMPANY ACCEPTANCE

The undersigned, Charles Fiscina, Inc., hereby accepts the within Subscription Agreement.

Name of Company

By Charles A. Fiscina
Name, ~~President~~ CFO



AD 15-AD68

IMPERIALI

May 4, 2006

Randall Beaty
8417 Thornberry Dr. East
Upper Marlboro, MD 20772

Dear Mr. Beaty:

We at Imperiali would like to take this opportunity to thank you for your continued support of our organization. We are a global leader in business advisory and global expansion, connecting the leaders of tomorrow today.

We have positioned our company to become the fastest gateway to the globe, and are structuring the most sophisticated portal for B2B, broadcast, and telecommunications capability. By utilizing our previously established relations in over 70 countries, we have setup an affiliate network to help other companies expand around the world. In addition, our company has developed several internal projects with huge potential upside growth.

In accordance with our telephone conversation on May 5, 2006, we have reserved **10,000 shares of Imperiali Inc.** in your name. The existing shareholder price per share which you have been given is \$1.00 (USD) for a total investment of **\$10,000.00**. Please make checks payable to **Imperiali Inc.** For bank wires please see the attached instructions in the subscription agreement.

→ Additionally we have decided to **gift to you 30k additional shares of Imperiali Inc.** After the completion of this transaction, you will have a **total holding of 70k shares of Imperiali Inc.**

You may return the subscription agreement in via the Federal Express envelope that has been included. Please feel free to contact me to answer any questions you may have.

We have given full commitment and dedication for a profitable and successful outcome from our efforts and offer you this privileged opportunity to participate and potentially reward yourself greatly in 2006.

Respectfully,

Dan Mangru
Director

CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, _____, am the _____ of _____ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2004.

(Signature)

COMPANY ACCEPTANCE

The undersigned, Imperiali Inc, Inc., hereby accepts the within Subscription Agreement.

Name of Company

By: [Signature] Director
Name, President

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CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, _____, am the _____ of _____ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2006.

(Signature)

COMPANY ACCEPTANCE

The undersigned, Imperiali, Inc., hereby accepts the within Subscription Agreement.

Name of Company

By: _____

Name, President

ALL SUBSCRIBERS:

[Redacted]
Street Address

[Redacted]
City, State and Zip Code

[Redacted]
Business Telephone Number

[Redacted]
Home Telephone Number

[Redacted]
Fax Number

[Redacted]
Mobile Telephone Number

[Redacted]
Taxpayer Identification or Social Security Number

[Redacted]
Email Address

Subscriber hereby subscribes for 2500 Shares
At \$ 1.00 per Share for a
total Purchase Price: \$ 2500

Dated: January 30
, 2006

CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, _____, am the _____ of _____ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2006

(Signature)

COMPANY ACCEPTANCE

The undersigned, Imperiali, Inc., hereby accepts the within Subscription Agreement.

Name of Company

By: [Signature]
Name, President

SUBSCRIBERS:

[Redacted]

Street Address

[Redacted]

City, State and Zip Code

[Redacted]

Business Telephone Number

Home Telephone Number

Fax Number

Mobile Telephone Number

[Redacted]

[Redacted]

Taxpayer Identification or Social Security Number

Email Address

Subscriber hereby subscribes for 5,000 Shares
At \$ 1.00 per Share for a
total Purchase Price: \$ 5,000.00

Dated:

Feb 14, 2006

CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, _____, am the _____ of _____ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2006

(Signature)

COMPANY ACCEPTANCE

The undersigned, Imperiali, Inc., hereby accepts the within Subscription Agreement.

Name of Company

By: [Signature] Director
Name, President

CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, Neil A. Ramo, am the Trustee of Neil A. Ramo Revocable Living Trust (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this 1 day of February, 2008
Neil A. Ramo, Trustee
(Signature)

COMPANY ACCEPTANCE

The undersigned, Imperiali Inc., Inc., hereby accepts the within Subscription Agreement.

Name of Company

By: [Signature]
Name, President

CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, _____, am the _____ of _____ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

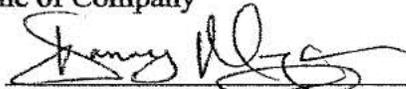
IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2006.

(Signature)

COMPANY ACCEPTANCE

The undersigned, Imperiali, Inc., hereby accepts the within Subscription Agreement.

Name of Company

By:  Director
Name, President

CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, _____, am the _____ of _____ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2004.

(Signature)

COMPANY ACCEPTANCE

The undersigned, Imperiali, Inc., hereby accepts the within Subscription Agreement.

Name of Company

By: _____


Name, President

CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, _____, am the _____ of _____ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2004.

(Signature)

COMPANY ACCEPTANCE

The undersigned, Imperial, Inc., hereby accepts the within Subscription Agreement.

Name of Company

By: _____

Name, President

CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, _____, am the _____ of _____ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2006.

(Signature)

COMPANY ACCEPTANCE

The undersigned, Imperiali, Inc., hereby accepts the within Subscription Agreement.

Name of Company

By: [Signature], Beard Director
Name, President

CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, _____, am the _____ of _____ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2004.

(Signature)

COMPANY ACCEPTANCE

The undersigned, Imperial, Inc., hereby accepts the within Subscription Agreement.

Name of Company

By: [Signature] Director
Name, President

CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, _____, am the _____ of _____ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2006.

(Signature)

COMPANY ACCEPTANCE

The undersigned, Imperiali, Inc., hereby accepts the within Subscription Agreement.

Name of Company

By:

[Signature]
Name, President

Board Director

CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, _____, am the _____ of _____ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2006.

(Signature)

COMPANY ACCEPTANCE

The undersigned, Imperiali, Inc., hereby accepts the within Subscription Agreement.

Name of Company

By: [Signature] Director
Name, President

CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, _____, am the _____ of _____ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2006.

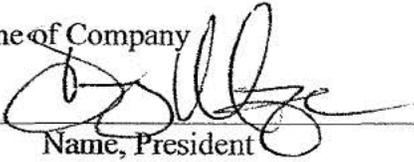
(Signature)

COMPANY ACCEPTANCE

The undersigned, Imperiali, Inc., hereby accepts the within Subscription Agreement.

Name of Company

By: _____


Name, President

CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, _____, am the _____ of _____ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2006.

(Signature)

COMPANY ACCEPTANCE

The undersigned, Imperiali, Inc., hereby accepts the within Subscription Agreement.

Name of Company

By: _____

Name, President

BS

CERTIFICATE OF SIGNATORY

(To be completed if the Securities are being subscribed for by a legal entity)

I, _____, am the _____ of _____ (the "Entity").

I certify that I am empowered and duly authorized by the Entity to execute and carry out the terms of the foregoing Subscription Agreement and to purchase and hold the Securities, and certify further that such Subscription Agreement has been duly executed on behalf of the Entity and constitutes a legal and binding obligation of the Entity.

IN WITNESS WHEREOF, I have set my hand this ___ day of _____, 2006.

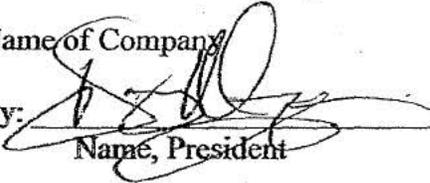
(Signature)

COMPANY ACCEPTANCE

The undersigned, Imperiali, Inc., hereby accepts the within Subscription Agreement.

Name of Company

By:


Name, President

Director

4 August 2006

Kyle E. Hauser
Imperiali Organization

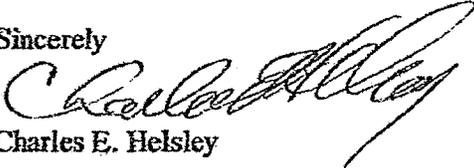
BY FAX TO: 561 515-6136

Dear Kyle:

I have attached by FAX a copy of my subscription agreement for an additional 132,858 shares of Imperiali Inc. stock for an additional \$90,000.00. It is my understanding that this additional block, combined with my original investment of \$10,000.00 for 10,000 shares will qualify me for the initial step of the discounted rate and thus I should be receiving 142,858 shares when the shares are issued.

I will need a few days to finish my analysis of whether or not the additional shares will be held in a cash account or an IRA account. I will enclose a check for \$40,000 with the originals of the subscription agreement. This will represent the minimum cash account commitment. I will provide you with a separate check for the remainder (\$50,000) at a later date or I will open an IRA account and transfer funds to it that will permit the completion of the remaining purchase.

Sincerely


Charles E. Helsley



AD 15 - AD 68

IMPERIALI

May 11, 2007

Florida Atlantic Stock Transfer, Inc.
7130 Knobhill Road
Tamarac, FL 33321

Attn: Rene Garcia

The following people have subscribed to our private placement and therefore Imperiali, Inc. authorizes Florida Atlantic Stock Transfer, Inc. to issues restricted shares as described in the executed subscription agreements. The stock certificates should be mailed directly to the subscribers.

George Jordan and Bette P. Jordan should have their certificated issued as Joint Tenant with Right of Survivorship.

Thank you for your attention to this matter.

John N. Chaplik; COO



AD 15 - AD 68

IMPERIALI

August 31, 2007

Florida Atlantic Stock Transfer, Inc.
7130 Knobhill Road
Tamarac, FL 33321

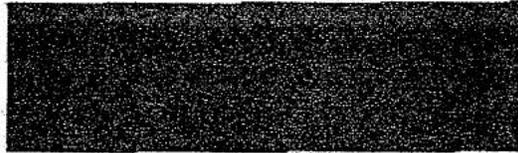
Attn: Rene Garcia

The following people have subscribed to our private placement and therefore Imperiali, Inc. authorizes Florida Atlantic Stock Transfer, Inc. to issue restricted shares as described in the executed subscription agreements. The certificates should be mailed directly to the stockholders.

Thank you for your attention to this matter.

John N. Chaplik
John N. Chaplik, COO

Please fax copy of
signature page
pls



Fax

To: Dan Mangru	From: Ron Main
Co: Imperiali Inc	Title: Product Support Engineer
Fax: [REDACTED]	Date: November 15, 2006
Phone: [REDACTED]	Pages: 12 total (inc. cover sheet)
Re: Subscription	CC:

Dan,

Here is the subscription agreement, IRA set up form and IRA transfer form.

I will send the originals to you FedEx overnight.

Ron Main



AD 15 - AD 68

IMPERIALI

May 4, 2007

Florida Atlantic Stock Transfer, Inc.
7130 Knobhill Road
Tamarac, FL 33321

Attn: Rene Garcia

The following people have subscribed to our private placement and therefore Imperiali, Inc. authorizes Florida Atlantic Stock Transfer, Inc. to issues restricted shares as described in the executed subscription agreements. The stock certificates should be mailed directly to the subscribers.

Thank you for your attention to this matter.

Charles A. Fiscina, CFO

44

FLORIDA ATLANTIC STOCK TRANSFER INC

7130 NOB HILL ROAD
TAMARAC, FL 33321
Telephone 954-726-4954

Invoice

Attn: Transfer Dept.
RE : IMPERIALI INC - Common Stock

INVOICE NO : 142495
Transaction Date : 05/07/2007
Type of Transfer : NR

IMPERIALI INC
ATT: CHARLES A FISCINA
777 S FLAGLER DRIVE #800W
WEST PALM BEACH, FL 33401-

As Per your instructions, we have :

ISSUED

Certificate # 3120 BELL, MICHAEL T	Issued 05/07/2007	Restricted	2,500 Shares
Total Issued			<u>2,500 Shares</u>

Transfer Fee Due: 1 Certificates @ \$12.00 each Total \$12.00

48

FLORIDA ATLANTIC STOCK TRANSFER INC

7130 NOB HILL ROAD
TAMARAC, FL 33321
Telephone 954-726-4954

Invoice

Attn: Transfer Dept.
RE : IMPERIALI INC - Common Stock

INVOICE NO : 142345
Transaction Date : 05/01/2007
Type of Transfer : NR

IMPERIALI INC
ATT: CHARLES A FISCINA
777 S FLAGLER DRIVE #800W
WEST PALM BEACH, FL 33401-

As Per your instructions, we have :

ISSUED

Certificate # 3110 [REDACTED]	Issued 05/01/2007	Restricted	5,000 Shares
Certificate # 3111 [REDACTED]	Issued 05/01/2007	Restricted	2,500 Shares
Certificate # 3112 [REDACTED]	Issued 05/01/2007	Restricted	5,000 Shares
Certificate # 3113 [REDACTED]	Issued 05/01/2007	Restricted	2,500 Shares
Certificate # 3114 [REDACTED]	Issued 05/01/2007	Restricted	100,000 Shares
Certificate # 3115 [REDACTED]	Issued 05/01/2007	Restricted	5,000 Shares
Certificate # 3116 [REDACTED]	Issued 05/01/2007	Restricted	2,500 Shares
Certificate # 3117 [REDACTED]	Issued 05/01/2007	Restricted	10,000 Shares
Certificate # 3118 [REDACTED]	Issued 05/01/2007	Restricted	2,500 Shares
Total Issued			<u>135,000 Shares</u>

Transfer Fee Due: 9 Certificates @ \$12.00 each Total \$108.00

FLORIDA ATLANTIC STOCK TRANSFER INC

**7130 NOB HILL ROAD
TAMARAC, FL 33321
Telephone 954-726-4954**

Invoice

Attn: Transfer Dept.

RE : IMPERIALI INC - Common Stock

INVOICE NO : 143274

Transaction Date : 06/11/2007

Type of Transfer : NR

IMPERIALI INC
ATT: CHARLES A FISCINA
777 S FLAGLER DRIVE #800W
WEST PALM BEACH, FL 33401-

As Per your instructions, we have :

ISSUED

Certificate # 3125 [REDACTED]	Issued 06/11/2007	Restricted	2,500 Shares
Certificate # 3126 [REDACTED]	Issued 06/11/2007	Restricted	2,500 Shares
Total Issued			<u>5,000 Shares</u>

Transfer Fee Due: 2 Certificates @ \$12.00 each Total \$24.00



AD 15 - AD 68

IMPERIALI

August 31, 2007

Florida Atlantic Stock Transfer, Inc.
7130 Knobhill Road
Tamarac, FL 33321

Attn: Rene Garcia

The following people have subscribed to our private placement and therefore Imperiali, Inc. authorizes Florida Atlantic Stock Transfer, Inc. to issues restricted shares as described in the executed subscription agreements. The certificates should be mailed directly to the stockholders.

Thank you for your attention to this matter.

John N. Chaplik
John N. Chaplik, COO

December 27, 2005

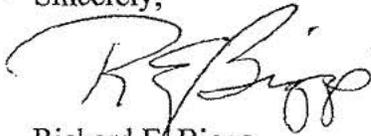
Dan Mangru
[REDACTED]

Mr. Mangru,

I am enclosing a check in the amount of \$10,000 for the purchase of 10,000 shares of Imperiali Inc. at the discounted price of \$1.00 per share.

Please contact me if you have any questions.

Sincerely,



Richard E. Biggs
[REDACTED]

4

IMPERIALI ORGANIZATION.

WWW.IMPERIALI.ORG

FACSIMILE TRANSMITTAL SHEET

TO: *Mitch Welin*

FROM: *Fred Birks*

COMPANY:

DATE: *1/27/05*

TOTAL NO. OF PAGES INCLUDING COVER:

8

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

Notes/Comments:

Mitch, DHL

my ~~Address~~ [redacted]

*Please send package to address on ^{next to} last page
Please make sure we receive by Tuesday, Jan. 31st, 2006.*

*Best Regards,
[Signature]*

SC



AD 15 - AD 68

IMPERIALI

September 9, 2006

Florida Atlantic Stock Transfer, Inc.
7130 Knobhill Road
Tamarac, FL 33321

Attn: Joanne

The following person has subscribed to our private placement and therefore Imperiali, Inc authorizes Florida Atlantic Stock Transfer, Inc to issue restricted shares as follows.

T Lee Brown 40,000 Shares
Parker, Pollard & Brown, PC#



An executed subscription agreement follows. Please forward the shares directly to the shareholder.

Thank you for your attention to this matter.

Charles A. Fiscina, CFO



To Fred Birks

Please find Check 626 in closed in the Amount of 50,000 \$ for the initial stock offering in Imperiali Inc.

Thanks for your help

Ned Kriel

Ned Kriel

Imperiali, Inc.

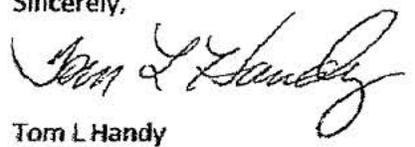
[REDACTED]

[REDACTED]

Re: Directors and Officers Insurance Claim

Please submit this claim for a total investment of \$74,000.00 for the mismanagement and/or theft of funds by Eric Skys. Proved by his conviction. Other Officers and Directors may have also participated in this action including but not limited to; Dan Mangru, Charled Fascina and John Chaplic. This claim is for the full loss of investment due to their actions and deceptions.

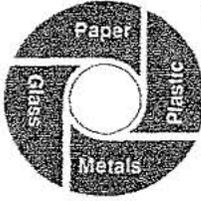
Sincerely,



Tom L Handy

[REDACTED]

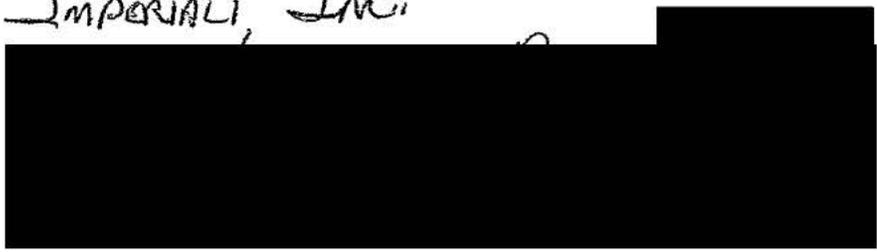
[REDACTED]



Fort Smith Waste Paper Company

~~901 N. [REDACTED] St~~
~~Fort Smith, AR 72101~~
~~[REDACTED]~~
~~[REDACTED]~~

JUNE 25, 2010
MR. DANIEL IMPERATO
IMPERIALI, INC.



DEAR MR. IMPERATO,

I AM DEMANDING THE IMMEDIATE RETURN OF ALL FUNDS (APPROXIMATELY \$700,000.00 (U.S. DOLLARS)) THAT I HAVE INVESTED IN THE SHARES OF IMPERIALI, INC. AND ITS SUBSIDIARY I-ONE CONNECT BASED UPON THE FRAUD BY KAISER HIMMEL AND THE MISMANAGEMENT BY ERIC SKYS.

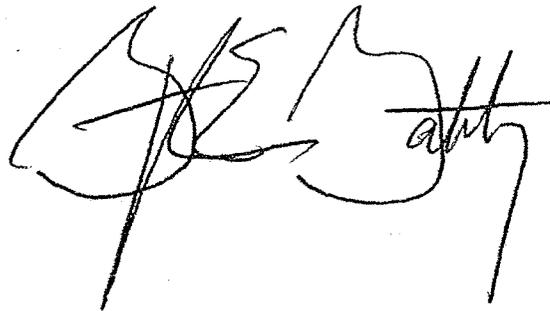
PREVIOUS TO THIS LETTER, I SPOKE TO YOU ABOUT RECOVERING MY FUNDS AND IF THERE WAS ANY DIRECTORS & OFFICER'S DISHONESTY INSURANCE AGAINST WHICH A CLAIM COULD BE MADE, ON DECEMBER 14, 2009 I SENT YOU A CHECK FOR \$10,000.00 FOR CONSULTING
RU

INVESTIGATIVE FEES CONCERNING THAT DISCOVER
PROCESS AND DETERMINING IF THERE WAS VALID INSURANCE
AND A POTENTIAL CLAIM.

NOW THAT THERE APPEARS TO BE A VALID
INSURANCE POLICY IN FORCE AT THE TIME OF THE
FRAUD AND THE CONVICTION IN FEDERAL COURT OF ERIC
SKYS, I AM DEMANDING THE IMMEDIATE
RETURN OF ALL FUNDS.

PLEASE KEEP ME ADVISED!

SINCERELY,

A handwritten signature in black ink, appearing to read "Eric Skys". The signature is stylized and somewhat illegible due to the cursive nature of the writing.

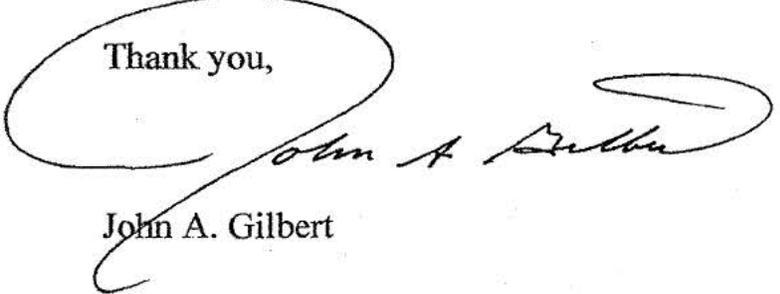
June 30, 2010

To whom it may concern at Imperiali Inc.

I invested in good faith approximately \$100,000 with Imperiali Inc. And finding out about the conviction of Eric Skys of Kiaser Himmel for mismanagement and theft of funds, I demand the return of my investment.

With the insurance that the Imperiali has to protect its share holders for things such as this I feel this should be possible.

Thank you,



John A. Gilbert

FAX TRANSMISSION



To: IMPERIAL INC.
Daniel Imperato Date: 6/29/10

Fax #: [REDACTED] Pages: 1 including this cover sheet.

Ph#: [REDACTED]

From: FAX: 1-~~434-239-7773~~ TEL: 1-~~434-239-7773~~

Subject: Return of All Funds ~~434-239-7773~~

Comments: Dear Mr Imperato -
CONFIRMING OUR RECENT CONVERSATIONS, I AM
DEMANDING THE IMMEDIATE RETURN OF ALL
\$711,000.00 OF MY FUNDS THAT I HAVE SENT
IMPERIAL INC FROM JUNE 2007 TO PRESENT.
I CANNOT BELIEVE OR ACCEPT THE FRAUD,
THEFT, DISHONEST, POOR MANAGEMENT & LACK
OF CONTROL BY ALL PARTIES, DIRECTORS &
OFFICERS OF THE CORPORATION. I UNDERSTAND
MR SKY IS NOW IN JAIL. TO DO
HOPE THAT THE CORP HAD A&O TRAILER
PLEASE ADVISE & KEEP ME INFORMED
Sincerely [Signature]

() The original of the transmitted document(s) will be sent by: () mail () messenger () overnight mail
 () This will be the only form of delivery of the transmitted document(s)

The information contained in this facsimile message is privileged and confidential information intended only for the use of the individual recipient identified herein. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us at the above address via the US Postal Service. Thank you.

IF YOU DO NOT RECEIVE ALL OF THESE PAGES, PLEASE CONTACT THE FAX OPERATOR AS SOON AS POSSIBLE. THANK YOU.

7/9/10

Dear:

With the conviction and imprisonment
of Eric Stryer for theft, etc, I, Julius
Hamburger am filing a claim with
the insurance fund for \$66,500. The
figure is for the purchase of 61,500
Imperial Common shares and 10,000
shares of the computer internet firm
making it a total of \$66,500. Kind
let me know if there are any problems

[Redacted]

[Redacted]

Yours
Julius Hamburger
[Redacted]

From: George Jordan

6-25-10

Phone: [REDACTED]

Fax [REDACTED]

e-mail: [REDACTED]

To: Imperiali

Regarding: Investment in Imperiali

I acquired 118,000 shares for \$75,000
between 1-10-06 + 5/14-09

I am formally demanding return of my
\$75,000 investment due to the conviction
of chairman + CEO Eric Skys of Imperiali
for theft + Mismanagement
of Imperiali Assets

Yours truly,

George Jordan

George Jordan



June 29, 2010

Imperiali Inc.


Dear Dan Imperato:

I have contributed to Imperiali's defense fund. My demand for Imperiali stock purchases is \$48,500. My demand is based on D&O Insurance & Eric L'Esper's conviction for mis-management & theft.

Thank You,
Tom Dioreffi

imperiali inc.

[REDACTED]

demanding return of funds \$30,000.00 based on eric skys ceo and chair of imperiali during the occurrence and his subsequent arrest and conviction in dec 09.

. imperiali has taken over the responsibility to manage this process . imperiali uk needs a 5 percent cash payment of the total funds invested
Check inclosed for 1500.00

Bernard Bricmont 6/30/2010

Thank you
Bernard Bricmont

[REDACTED]

*5,000
1,500
5,000
11,600
11,000*

6/28/10

To Whom It May Concern,

I have been an Imperiali shareholder since December '99 and have invested approximately \$70,000 with the company, along with another \$20,000 with I1Connect a subsidiary of Imperiali.

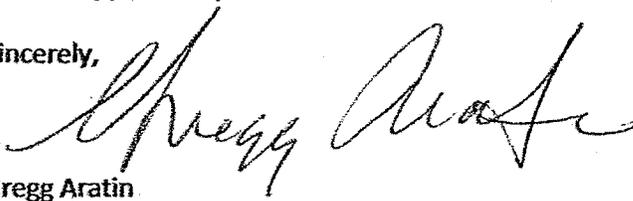
I would like to make a claim of a total refund of my investments due to the theft and mismanagement by former CEO and Chairman Eric Skys who has since been convicted of these crimes and sent to prison in December 2009.

Mr. Skys became Chairman when Imperiali Inc became Kaiser Himmel Imperiali in '07-'08 and as stated mismanaged and stole from our company as well as other companies that filed suit against him. I believe he was sentenced to 10 years in prison.

Others certainly can be held accountable as I invested in I1Connect with the advice from Dan Mangru who was with Imperiali at the time but has since moved on. Imperiali's value at the time of Mr Skys involvement was approximately \$120 million.

I would appreciate your attention to this matter!

Sincerely,

A handwritten signature in cursive script, appearing to read "Gregg Aratin".

Gregg Aratin

John L. Haubenstricker



August 2, 2010

Imperiali Inc.



Dear Imperiali Inc.:

My name is John L. Haubenstricker. I have supported Imperiali Inc. and invested approximately \$30,000.00 in the company. Based on our D and O insurance, I am demanding the return of my investment. This is based on theft, mismanagement and the conviction of Eric Skys.

Thank you for your attention to this request.

Sincerely,

John L. Haubenstricker
John L. Haubenstricker

ADVISORY

100K Shares

Beal Sub

\$
10,000
5,000 *proceeds*
15,000
10,000

April 15th 2013

Daniel Imperato

[REDACTED]

Dear

I am writing this letter with hope that you will support me on my efforts to prove the securities exchange commission's filing claims against me, stating that I COLD CALLED you.

I explained that I never cold call you at all and the you were contacted by other people whom worked for IMPERIALI, and that you were clients of the people whom contacted from previous relationships with those parties or in some cases they may have contacted you first with out my knowledge.

I stated that I became know to you after the fact that you had been in discussions with others representing the company such as Dan Mangru, Fred Birks, Kyle Houser, Mike Cenit or others.

Please contact me ASAP at [REDACTED] and return the envelope with a signed copy of this letter and the name of the person who contacted you first and the relationship with them.

- a. prior relations with this person y /n yes I knew Dan Mangru
- b. new relation from IMPERATO inc y /n no I did not know Dan Imper
- c. name of person whom contacted you first Dan Mangru
- d. signature of shareholder [Signature]
- e. address [REDACTED]

[REDACTED]

I am in the process of filing insurance claims and require this letter to be signed and returned.

Affidavit

My name is Daniel Imperato, I prepare this document [REDACTED]

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in

April 15th 2013

Daniel Imperato

[REDACTED]

Dear

I am writing this letter with hope that you will support me on my efforts to prove the securities exchange commission s filing claims against me ,stating that I COLD CALLED you.

I explained that I never cold call you at all and the you were contacted by other people whom worked for IMPERIALI , and that you were clients of the people whom contacted from previous relationships with those parties or in some cases they may have contacted you first with out my knowledge.

I stated that I became know to you after the fact that you had been in discussions with others representing the company such as Dan Mangru, Fred Birks , Kyle Houser , Mike Cenit or others.

Please contact me ASAP at [REDACTED] and return the envelope with a signed copy of this letter and the name of the person who contacted you first and the relations ship with them.

a. prior relations with this person /n _____

b. new relation from IMPERATO inc /n _____

c. name of person whom contacted you first Joe Devito

d. signature of shareholder M.R. Long M.R. LONG

e. address [REDACTED]

f. phone [REDACTED]

I am in the process of filing insurance claims and require this letter to be signed and returned.

Affidavit

My name is Daniel Imperato ,I prepare this document [REDACTED]

I as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in

68

Affidavit

My name is John Kolbenschlag, I prepare this document, [REDACTED]

As best as I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in this document are true ,correct and complete.

In 2006 I was engaged by Daniel Imperato to build and maintain a web crawler with search capability called "Ilsearch". The search engine was built and had the following characteristics:

- The web crawler crawled web pages at speeds of 14-18 documents per second.
- The web index was available via a web browser and returned result sets in the sub-second range.
- The total size of the search index was 80-100 million documents.
- The web interface was publicly available at the URL "ilsearch.com".

The technology was sold to another party in 2007.

In 2009 I was again engaged by Daniel Imperato to rebuild the search engine and did so. It had the same characteristics as the search engine described above. It was publicly available at "isidorus.com".

[Handwritten Signature]

11/4/2013

name

-----Witness.

State of Florida
Palm beach county

Sworn to and subscribed before me the undersigned notary public ,this 04 day of Nov. 2013

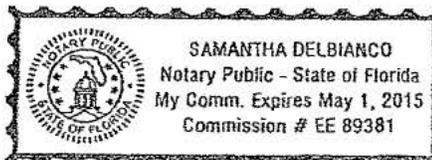
My commission expires 5/1/15

personally known produces identification type

produced FLDL

[Handwritten Signature]

Notary public



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Skys sentenced, source of wealth revealed

December 03, 2009 | By MICHELLE GANASSI, Daily American Staff Writer

Eric Skys was sentenced Thursday to 130 months in federal prison for attempting to defraud banks out of millions of dollars.

Recommend 0

0

Tweet

But court documents pertaining to his sentencing say the fraud extended beyond phony shares of Sprint stock.

Skys, formerly of Somerset, pleaded guilty to wire, bank and securities fraud after two days of testimony from government witnesses in August.

Skys attempted to defraud a bank out of \$83 million by selling fake shares of Sprint stock he claimed his company, Kaiser Himmel Corp., controlled. Skys had an office in Rockwood and claimed he was producing anti-virus software. His plea came after two Citibank executives and an investor relations manager at Sprint testified.

According to court documents, Skys' attorney, Ira London of New York, recommended a 60-month sentence. London filed an appeal notice Thursday after the sentence was imposed.

"There was no real risk that any of the financial institutions would honor the Sprint stock as a collateral for a cash advance," he said in a sentencing memorandum. "The materials provided by Mr. Skys, and his description of the deal with Sprint, were patently ridiculous and somewhat amateurish. It is inconceivable that Sprint would transfer 13.4 million shares of stock while maintaining secrecy from investors and the financial news services, not withstanding a confidentiality agreement (which in practice is breached more often than it is observed)."

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FEATURED ARTICLES

Skys pleads guilty to fraud
August 5, 2009

Charges dropped against fraud
suspect's wife
July 16, 2008

FBI arrests Rockwood man,
charges him with bank fraud
May 16, 2008

Prosecutors argued for a tougher sentence.

"Eric Skys stood squarely at the center of an elaborate scheme that potentially could have cost a bank more than \$80 million, and he did so purely from greed and arrogance," Assistant U.S. Attorney William Stellmach said in a sentencing referendum.

"Eric Skys has lived his life for the past several years with his hand in someone else's pocket."

Court documents indicate that Skys used his company to defraud potential investors by stating he was a multimillionaire who had developed a computer-anti-virus program and had relationships with several major computer program development companies. Documents indicate that his company received thousands of dollars in investments. Bank records show that Skys used the money to move out of a trailer into a home and purchase a BMW and other luxury items, according to court documents.

Skys was also able to defraud a third-party presidential candidate and self-described entrepreneur, Daniel Imperato, who sold his company, Imperato, to Kaiser Himmel Corp. in exchange for the shares.

89

Imperato introduced Dr. Jack Krauser, a Florida dentist, to Skys. Krauser was looking for a computer programmer to assist him in developing dental imaging technology to assist in dental implants, according to court documents. In February 2008 Krauser paid Skys \$300,000 to produce the software.

On the eve of his May 2008 arrest, Skys asked Krauser for a \$2 million loan, which he pledged to more than double after the sale of his Sprint stock, according to court documents. Skys also directed others, who were not charged as conspirators, to assist him in receiving funding from financial institutions.

Also mentioned in court documents are a \$200,000 pledge Skys made to Rockwood Area School District for a new sports complex, which he later redacted, and his "Race to a Billion" reality show. The winner of the reality show was supposed to earn a job at Skys' company as an executive.

(Michelle Ganassi can be reached at michelleg@daillyamerican.com. Comment on this story online at daillyamerican.com.)

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LOVE

Joss & Main

SHOP NOW

Affidavit

My name is Richard E. Biggs. I prepared this document [REDACTED]

I, as best I could recollect and that I declare that to the best of my knowledge and belief, that the statements made in this document are true, correct and complete.

I, Richard Biggs, board director of Imperiali (the Company), have been involved with Imperiali since 2007. I have witnessed Mr. Imperato's hard work and travels building a business in search of technologies, telecom and public relations. I stepped in to help recover the Company from the Kaiser Himmell (Mr. Skys company) and FBI disaster that Mr. Imperato was a victim of when selling the Company in late 2007 and regaining it in late 2009. I worked with Larry O'Donnell and James Clark, CPA's and auditors as well as MKS, the Company's new auditors. We reviewed all disbursements and assets were real, the Company was operational and the several employees of the Company were paid from Company funds. We believe Mr. Sky's stole the assets of the Company and determined we could not justify keeping the assets on the balance sheet based on Larry O'Donnell's suggestion. Mr. Imperato gave his approval. then lest remove them since the FBI said we had to stay out of the case until they finished. Mr. Eric Skys was convicted late in 2009 and we all worked diligently as a team to try to put the Company back in good standing. Mr. Imperato is an honorable man and has had only the shareholders interest at heart or he would never had taken back a company that was destroyed. Being a shareholder as well, I was greatly impressed with Mr. Imperato, as well as others concerning his continual efforts to try to save the Company and he did until such time the SEC filed suit and the company was ruined.

Mr. Imperato did not to my knowledge sell shares of Imperiali. The Company had Dan Mangru who messed up the Company books, and Kyle Hauser, who were licensed stock brokers and raised the money on a popm exempt from registration / the error in book keeping were financial mismanagement and human error. I saw no evidence of fraud in my opinion. Charles Fisca, CPA and John Chaplic, CPA and Wharton graduate, were the responsible parties for the errors prior to Mr. Imperato stepping back in and selling the company to Mr. Skys.

To the best of my knowledge, this is what occurred within Imperiali between 2007 & 2009.

Richard E. Biggs

-----Witness.

State of Florida
Palm Beach County

06

Sworn to and subscribed before me the undersigned notary public, this day of .
December 2013.

My commission expires

___ personally known ___ produces identification type produced _____

public

Notary

12

AFFIDAVIT ON BEHALF OF DR. DANIEL IMPERIALI/ BY STEVEN W LOPEZ:

I steven w lopez, [REDACTED] [REDACTED] served as board member of Imperiali inc. from approximately 3/06-12 /08. I visited the office at west palm beach , at least once. I provided advise, primarily from a commercial banking viewpoint. I also interphased with Dr. imperiali, when he visited new York, or was passing thru New York. I have no knowledge of him selling securities or soliciting the sale same.. In my dealings with him, I found him to be a man of integrity. The daily operations of the company as far as I know, was left to the professional hires.

Sgd. Steven w lopez, date

P940000 70788

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

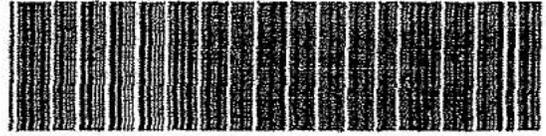
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

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800078149188

08/01/06-01025-001 **35.00

Amended
SJF

FILED
06 AUG - 1 PM 12:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

COVER LETTER

**TO: Amendment Section
Division of Corporations**

NAME OF CORPORATION: Imperiali Inc.

DOCUMENT NUMBER: P94000070788

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Dan Mangru
(Name of Contact Person)

Imperiali Inc.
(Firm/ Company)

[Redacted]
[Redacted]
(City/ State and Zip Code)

For further information concerning this matter, please call:

Danny Mangru at ([Redacted])
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- \$35 Filing Fee
- \$43.75 Filing Fee & Certificate of Status
- \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

FILED
06 AUG -1 PM 12:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Imperiali Inc.

(Name of corporation as currently filed with the Florida Dept. of State)

P94000070788

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

Remove Frederick Birks and Joseph Devito
as officers of the company.

Add the following as officers and
Board Directors: (see attached sheet)

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

(continued)

Add the following as officers and/or board directors;

Richard Biggs – Board Director
777 S. Flagler Dr. #800W
West Palm Beach, FL 33401

Patrick F. Walsh – Chief Executive Officer, Board Director
777 S. Flagler Dr. #800W
West Palm Beach, FL 33401

Charles A Fiscina – Chief Financial Officer
777 S. Flagler Dr. #800W
West Palm Beach, FL 33401

Kyle Hauser – Vice President Business Development
777 S. Flagler Dr. #800W
West Palm Beach, FL 33401

The date of each amendment(s) adoption: July 26, 2006

Effective date if applicable: July 26, 2006
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval by _____"
(voting group)

- The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature 
(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Danny Mangra
(Typed or printed name of person signing)

Director
(Title of person signing)

FILING FEE: \$35

P 94 0000 70788

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

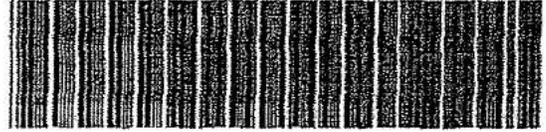
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



600079559946

FILED 08/15--01031--004 #35.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
06 SEP -8 PM 3:55

Amendment

09/12/06

DC

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Imperiali Inc

DOCUMENT NUMBER: P94000070788

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Dan Mangru, Director
(Name of Contact Person)

Imperiali Inc
(Firm/ Company)

77 [redacted] [redacted] [redacted] [redacted] [redacted] [redacted]
(Address)

[redacted] [redacted] [redacted] [redacted]
(City, State and Zip Code)

For further information concerning this matter, please call:

Dan Mangru at ([redacted])
[redacted] of [redacted]

Enclosed is a check for the following amount:

- \$35 Filing Fee
- \$43.75 Filing Fee & Certificate of Status
- \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
- \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

Imperiali, Inc.

(Name of corporation as currently filed with the Florida Dept. of State)

P94000070788

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered," "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

Amendment of Directors Sept. 7, 2006
Resignation of P. Walsh as Director and CEO
Resignation of Kyle Hauser as VP of Business Development
Change of Daniel Imperata to non-executive chairman
Appointment of Dan Mangru as CEO and director

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

N/A

(continued)

FILED STATE
SECRETARY OF CORPORATIONS
DIVISION OF CORPORATIONS
06 SEP - 8 PM 3:55

The date of each amendment(s) adoption: Sept. 5, 2006

Effective date if applicable: Sept. 7, 2006
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

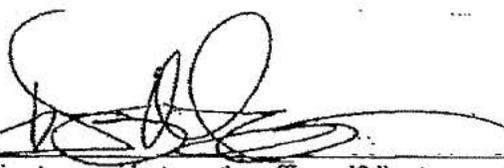
The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval by _____"
(voting group)

The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature 
(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Dan Mangru
(Typed or printed name of person signing)

Board Director
(Title of person signing)

FILING FEE: \$35

2007 FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 17, 2007 8:00 am
Secretary of State

01-17-2007 90055 030 ***150.00

DOCUMENT # P94000070788					
1. Entity Name IMPERIALI, INC.					
Principal Place of Business 529 S. FLAGLER DRIVE 29 F WEST PALM BEACH, FL 33401 US			Mailing Address 529 S. FLAGLER DRIVE 29 F WEST PALM BEACH, FL 33401 US		
2. Principal Place of Business - No P.O. Box #			3. Mailing Address		
Suite, Apt. #, etc.			Suite, Apt. #, etc.		
City & State			City & State		
Zip	Country	Zip	Country	4. FEI Number 65-0574887	
				Applied For <input type="checkbox"/> Not Applicable	
				5. Certificate of Status Desired <input type="checkbox"/> \$8.75 Additional Fee Required	
6. Name and Address of Current Registered Agent MERSKY, SCOTT A. ESQ. 224 DATURA STREET 1308 WEST PALM BEACH, FL 33401				7. Name and Address of New Registered Agent	
				Name	
				Street Address (P.O. Box Number is Not Acceptable)	
				City	
				FL Zip Code	
8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.					
SIGNATURE _____ DATE _____ <small>Signature, typed or printed name of registered agent and title if applicable. (NOTE: Registered Agent signature required when reinstating)</small>					
FILE NOW!!! FEE IS \$150.00 After May 1, 2007 Fee will be \$550.00			9. Election Campaign Financing Trust Fund Contribution. <input type="checkbox"/> \$5.00 May Be Added to Fees		
10. OFFICERS AND DIRECTORS			11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11		
TITLE	NEC	<input type="checkbox"/> Delete	TITLE	<input type="checkbox"/> Change	<input type="checkbox"/> Addition
NAME	IMPERATO, DANIEL J		NAME		
STREET ADDRESS	529 S. FLAGLER DR., 29 F		STREET ADDRESS		
CITY-ST-ZIP	WEST PALM BEACH, FL 33401		CITY-ST-ZIP		
TITLE	CEOD	<input type="checkbox"/> Delete	TITLE	<input type="checkbox"/> Change	<input type="checkbox"/> Addition
NAME	MANGRU, DAN		NAME		
STREET ADDRESS	5200 N. FLAGLER DR. #2004		STREET ADDRESS		
CITY-ST-ZIP	WEST PALM BEACH, FL 33407		CITY-ST-ZIP		
TITLE	DIR	<input type="checkbox"/> Delete	TITLE	<input type="checkbox"/> Change	<input type="checkbox"/> Addition
NAME	LOPEZ, STEVEN W		NAME		
STREET ADDRESS	5200 N. FLAGLER DR. #2004		STREET ADDRESS		
CITY-ST-ZIP	WEST PALM BEACH, FL 33407		CITY-ST-ZIP		
TITLE	D	<input type="checkbox"/> Delete	TITLE	<input type="checkbox"/> Change	<input type="checkbox"/> Addition
NAME	BIGGS, RICHARD		NAME		
STREET ADDRESS	777 S. FLAGLER DRIVE #800W		STREET ADDRESS		
CITY-ST-ZIP	WEST PALM BEACH, FL 33401		CITY-ST-ZIP		
TITLE	CFO	<input type="checkbox"/> Delete	TITLE	<input type="checkbox"/> Change	<input type="checkbox"/> Addition
NAME	FISCINA, CHARLES A		NAME		
STREET ADDRESS	777 S. FLAGLER DRIVE #800W		STREET ADDRESS		
CITY-ST-ZIP	WEST PALM BEACH, FL 33401		CITY-ST-ZIP		
TITLE		<input type="checkbox"/> Delete	TITLE	<input type="checkbox"/> Change	<input type="checkbox"/> Addition
NAME			NAME		
STREET ADDRESS			STREET ADDRESS		
CITY-ST-ZIP			CITY-ST-ZIP		
12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.					
SIGNATURE: <u>Charles A. Fiscina</u> Charles A. Fiscina, CFO 11 Jan 07 561-805-9494					
<small>SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR</small>					

60002395



01122007 Chg-P CR2E034 (12/06)

80

P940000 70788

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800106192138

08/13/07--01054--010 **35.00

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
2007 AUG 13 PM 1:40

As 8/17/07
Amend

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Imperiali Inc

DOCUMENT NUMBER: 894 000070788

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

John Chaplik
(Name of Contact Person)

Imperiali Inc
(Firm/ Company)

[Redacted]
(Address)

[Redacted]
(City/ State and Zip Code)

For further information concerning this matter, please call:

John Chaplik at ([Redacted])
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

- \$35 Filing Fee \$43.75 Filing Fee & Certificate of Status \$43.75 Filing Fee & Certified Copy (Additional copy is enclosed) \$52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

2007 AUG 13 PM 1:40

Imperiali Inc

(Name of corporation as currently filed with the Florida Dept. of State)

994000070788

(Document number of corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

N/A

(Must contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.")
(A professional corporation must contain the word "chartered", "professional association," or the abbreviation "P.A.")

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: **(BE SPECIFIC)**

Article II The principal address of the business shall be:

777 S Flagler Drive # 800 W

West Palm Beach, FL 33401

The mailing address of the business shall be:

777 S Flagler Drive # 800 W

West Palm Beach, FL 33401

(Attach additional pages if necessary)

If an amendment provides for exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself: (if not applicable, indicate N/A)

(continued)

Florida Profit Corporation

IMPERIALI, INC.

Officer/Director Detail

Please remove the following officers:

Title CEO

MANGRU, DAN

5200 N. FLAGLER DR. #2004

WEST PALM BEACH FL 33407

Title DIR

LOPEZ, STEVEN W

5200 N. FLAGLER DR. #2004

WEST PALM BEACH FL 33407

Title DIR

BIGGS, RICHARD

777 S. FLAGLER DRIVE #800W

WEST PALM BEACH FL 33401

Please add the following officers:

Title COO

CHAPLIK, JOHN

777 S. FLAGLER DRIVE #800W

WEST PALM BEACH FL 33401

Title SECRETARY

MAI, HUONG

777 S. FLAGLER DRIVE #800W

WEST PALM BEACH FL 33401

The date of each amendment(s) adoption: August 1, 2007

Effective date if applicable: August 1, 2007
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval by _____"
(voting group)

The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signature

Charles A. Fiscina

(By a director, president or other officer - if directors or officers have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Charles A. Fiscina

(Typed or printed name of person signing)

CFO

(Title of person signing)

FILING FEE: \$35

85

2008 FOR PROFIT CORPORATION ANNUAL REPORT

FILED
May 13, 2008
Secretary of State

DOCUMENT# P94000070788

Entity Name: IMPERIALI, INC.

Current Principal Place of Business:

777 S FLAGLER DR #800W
WEST PALM BEACH, FL 33401 US

New Principal Place of Business:

198 GILMOUR ROAD
SOMERSET, PA 15501 US

Current Mailing Address:

777 S FLAGLER DR #800W
WEST PALM BEACH, FL 33401 US

New Mailing Address:

198 GILMOUR ROAD
SOMERSET, PA 15501 US

FEI Number: 65-0574887

FEI Number Applied For ()

FEI Number Not Applicable ()

Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

MERSKY, SCOTT A. ESQ.
224 DATURA STREET
1308
WEST PALM BEACH, FL 33401 US

Name and Address of New Registered Agent:

CUNNINGHAM, COREEN
529 FLAGLER STREET
#29F
WEST PALM BEACH, FL 33401 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: COREEN M CUNNINGHAM

05/13/2008

Electronic Signature of Registered Agent

Date

In accordance with s. 607.193(2)(b), F.S., the corporation did not receive the prior notice.

Election Campaign Financing Trust Fund Contribution ()

OFFICERS AND DIRECTORS:

Title: NEC () Delete
Name: IMPERATO, DANIEL J
Address: 529 S. FLAGLER DR., 29 F
City-St-Zip: WEST PALM BEACH, FL 33401 US

Title: COO () Delete
Name: CHAPLIK, JOHN
Address: 777 S FLAGLER DR #800W
City-St-Zip: WEST PALM BEACH, FL 33401 US

Title: S () Delete
Name: MAI, HUONG
Address: 777 S FLAGLER DR #800W
City-St-Zip: WEST PALM BEACH, FL 33401 US

Title: CFO (X) Delete
Name: FISCINA, CHARLES A
Address: 777 S. FLAGLER DRIVE #800W
City-St-Zip: WEST PALM BEACH, FL 33401

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: CEO (X) Change () Addition
Name: SKYS, ERIC J
Address: 198 GILMOUR ROAD
City-St-Zip: SOMERSET, PA 15501 US

Title: CTO (X) Change () Addition
Name: SILVA, CARL
Address: 198 GILMOUR ROAD
City-St-Zip: SOMERSET, PA 15501 US

Title: VC (X) Change () Addition
Name: GRIFFES, GARY
Address: 198 GILMOUR ROAD
City-St-Zip: SOMERSET, PA 15501

Title: () Change () Addition
Name:
Address:
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: ERIC SKYS

CEO

05/13/2008

Electronic Signature of Signing Officer or Director

Date

86

2008 FOR PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED

2008 NOV -3 PM 4:30

SECRETARY OF STATE
TALLAHASSEE, FLORIDA



10292008 Chg-P CR2E034 (12/06)

DOCUMENT # P91000070788 1. Entity Name IMPERIALI, INC.			
Principal Place of Business [REDACTED]			
2. Principal Place of Business - No P.O. Box # [REDACTED]		3. Mailing Address Suite, Apt. #, etc. [REDACTED]	
City & State [REDACTED]		4. FEI Number 65-0574887	
Zip [REDACTED]		Country [REDACTED]	
5. Certificate of Status Desired <input type="checkbox"/>		Applied For Not Applicable	
6. Name and Address of Current Registered Agent [REDACTED]		7. Name and Address of New Registered Agent Name Daniel Imperato Street Address (P.O. Box Number is Not Acceptable) 529 S. Pughen Dr. City W.P.B. FL Zip Code 33401	
8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent. SIGNATURE Daniel J Imperato DATE Oct. 30 2008 <small>Signature, typed or printed name of registered agent and file if applicable. (NOTE: Registered Agent is not required with Form 2008)</small>			
Amended AR is \$61.25		9. Election Campaign Financing Trust Fund Contribution. <input type="checkbox"/> \$5.00 May Be Added to Fees	
10. OFFICERS AND DIRECTORS		11. ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS IN 11	
TITLE NAME STREET ADDRESS CITY-ST-ZIP	CEO SKYS, ERIC J 198 GILMOUR ROAD SOMERSET, PA 15501	TITLE NAME STREET ADDRESS CITY-ST-ZIP	C/T/S/D Daniel Imperato [REDACTED]
TITLE NAME STREET ADDRESS CITY-ST-ZIP	CTO SILVA, CARL 198 GILMOUR ROAD SOMERSET, PA 15501	TITLE NAME STREET ADDRESS CITY-ST-ZIP	D Richard E. Biggs [REDACTED]
TITLE NAME STREET ADDRESS CITY-ST-ZIP	VC GRIFFES, GARY 198 GILMOUR ROAD SOMERSET, PA 15501	TITLE NAME STREET ADDRESS CITY-ST-ZIP	[REDACTED]
TITLE NAME STREET ADDRESS CITY-ST-ZIP	[REDACTED]	TITLE NAME STREET ADDRESS CITY-ST-ZIP	500137571205 11/03/08-01003-006 **\$61.25
TITLE NAME STREET ADDRESS CITY-ST-ZIP	[REDACTED]	TITLE NAME STREET ADDRESS CITY-ST-ZIP	[REDACTED]
12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.			
SIGNATURE: Daniel J. Imperato		10/29/08 561-805-9494	